

SERFF Tracking Number: NWFA-126171078 State: Arkansas
 Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 42592
 Company Tracking Number: NWLA-444-M2
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: 2001 CSO No Lapse Guarantee ULtimate
 Project Name/Number: /

Filing at a Glance

Company: Nationwide Life and Annuity Insurance Company

Product Name: 2001 CSO No Lapse Guarantee SERFF Tr Num: NWFA-126171078 State: Arkansas

ULtimate

TOI: L09I Individual Life - Flexible Premium

Adjustable Life

Sub-TOI: L09I.001 Single Life

Filing Type: Form

SERFF Status: Closed-Approved-

State Tr Num: 42592

Closed

Co Tr Num: NWLA-444-M2

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 06/11/2009

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 Compliance

Date Submitted: 06/05/2009

Disposition Status: Approved-
 Closed

Implementation Date Requested: 06/03/2009

Implementation Date:

State Filing Description:

General Information

Project Name:

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

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Filing Status Changed: 06/11/2009

Explanation for Other Group Market Type:

State Status Changed: 06/11/2009

Deemer Date:

Created By: Clara Pollard

Submitted By: Clara Pollard

Corresponding Filing Tracking Number:

Filing Description:

RE: Form NWLA-444-M2, Individual Flexible Premium Adjustable Universal Life Insurance Policy

NAIC #: 92657

Enclosed for filing, subject to your approval, is form NWLA-444-M2, Individual Flexible Premium Adjustable Universal Life Insurance Policy. This is a new form and will not replace any existing form. This product will be marketed with an illustration.

The policy features an Adjustable Death Benefit, maturing at age 120 with flexible premiums that can be changed within the limits stated in the policy. The Policy Maturity Date Extension provision provides if the Insured is alive and the Policy is in force on the Maturity Date, the Maturity Date will automatically be extended until the Insured's death unless the policyowner specifies otherwise.

This policy is non-participating, with no dividends being paid. The issue ages for this plan are 18-85 Standard Non Tobacco, 18-85 Standard Tobacco, 18-80 Preferred Non-Tobacco, 18-80 Select Preferred Non-Tobacco, 18-80 Preferred Tobacco, 18-80 Select Preferred Plus Non-Tobacco, and 18-80 Preferred Plus Non-Tobacco. The minimum face amount is \$100,000.

Previously approved forms that will be used in conjunction with this policy are listed below:

NWLA-423-M2, Spouse Rider Approved 10-16-07
NWLA-417-M2, Child Rider Approved 10-16-07
NWLA-412-AO, Accidental Death Benefit Rider Approved 10-16-07
NWLA-421-AO, Waiver Rider Approved 10-16-07
NWLA-344-AO, Accelerated Benefit Rider Approved 08-28-08
NWLA-171, Long Term Care Rider Approved 12-10-03
NWLA-349-AO.1, Death Benefit Guarantee Value Enhancement Endorsement Approved 11-09-07
LAA-0107M1, Application for Life Insurance Approved 08-12-08
LAA-0109M1, Application for Life Insurance Approved 10-31-08
LAA-0101AR, Short Form Application for Life Insurance Part I Approved 02-19-04
LAA-0102AR, Short Form Application for Life Insurance Part II Approved 02-19-04

SERFF Tracking Number: NWFA-126171078 State: Arkansas

Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 42592

Company Tracking Number: NWLA-444-M2

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Product Name: 2001 CSO No Lapse Guarantee ULtimate

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Form NWLA-444-M2 has been written in a readable fashion and has attained a Flesch score of 52.4. This form is being filed concurrently in our state of domicile.

Enclosures:

1. Filing Fee
2. Certification
3. NWLA-444-M2, Individual Flexible Premium Adjustable Universal Life Insurance Policy
4. Policy Data Pages
5. Actuarial Memorandum and SOV
6. Product Illustration Certification
7. Notice Life 3940-B and LHO-396-F
8. NWLA-11-B

Company and Contact

Filing Contact Information

Clara Pollard, Sr. Compliance Analyst, pollarc@nationwide.com
 Corporate Compliance
 PO Box 182455 800-691-0023 [Phone] 94507 [Ext]
 1-33-102 614-249-2112 [FAX]
 Columbus, OH 43272-8921

Filing Company Information

| | | |
|---|-------------------------|-------------------------|
| Nationwide Life and Annuity Insurance Company | CoCode: 92657 | State of Domicile: Ohio |
| PO Box 182455 | Group Code: 140 | Company Type: |
| 1-33-102 | Group Name: | State ID Number: |
| Columbus, OH 43272-8921 | FEIN Number: 31-1000740 | |
| (800) 691-0023 ext. [Phone] | | |

Filing Fees

Fee Required? Yes

SERFF Tracking Number: *NWFA-126171078* *State:* *Arkansas*
Filing Company: *Nationwide Life and Annuity Insurance Company* *State Tracking Number:* *42592*
Company Tracking Number: *NWLA-444-M2*
TOI: *L09I Individual Life - Flexible Premium* *Sub-TOI:* *L09I.001 Single Life*
 Adjustable Life
Product Name: *2001 CSO No Lapse Guarantee ULtimate*
Project Name/Number: */*
Fee Amount: **\$50.00**
Retaliatory? **Yes**
Fee Explanation:
Per Company: **No**

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|---|---------|----------------|---------------|
| Nationwide Life and Annuity Insurance Company | \$50.00 | 06/05/2009 | 28404620 |

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Adjustable Life
Product Name: 2001 CSO No Lapse Guarantee ULtimate
Project Name/Number: /

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|------------|------------|----------------|
| Approved-Closed | Linda Bird | 06/11/2009 | 06/11/2009 |

| | | | |
|--------------------------|---|------------------------|----------------------|
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| | Adjustable Life | | |
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| Project Name/Number: | / | | |

Disposition

Disposition Date: 06/11/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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| Schedule | Schedule Item | Schedule Item Status | Public Access |
|---------------------|--|----------------------|---------------|
| Supporting Document | Flesch Certification | | Yes |
| Supporting Document | Application | | Yes |
| Supporting Document | Health - Actuarial Justification | | No |
| Supporting Document | Outline of Coverage | | No |
| Supporting Document | Actuarial Memorandum | | No |
| Supporting Document | Statement of Variability | | Yes |
| Supporting Document | Product Illustration Certification | | Yes |
| Supporting Document | Amendatory Endorsement NWLA-11-B | | Yes |
| Form | Individual Flexible Premium Adjustable Universal Life Insurance Policy | | Yes |
| Form | Policy Data Pages | | Yes |

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TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life Adjustable Life

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Project Name/Number: /

Form Schedule

Lead Form Number: NWLA-444-M2

| Schedule Item Status | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|----------------------|-------------|--|---|---------|----------------------|-------------|----------------------------|
| | NWLA-444-M2 | Policy/Contract/Universal Life Certificate | Individual Flexible Premium Adjustable Insurance Policy | Initial | | 52.400 | NWLA-444-M2.pdf |
| | NWLA-444-M2 | Data/Declaration Pages | Policy Data Pages | Initial | | 0.000 | PDP NWLA-444-M2_051209.pdf |



NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY, a stock life insurance company organized under the laws of the State of Ohio, issues this Policy to you in return for the initial Premium you pay to us and your completed application.

Home Office: [One Nationwide Plaza
Columbus, Ohio 43215-2220]

Telephone: [1-800-882-2822]
Internet: [www.nationwide.com]

We thank you for putting your trust in us. If you have any questions about this Policy, please contact us at our Home Office. You can reach us at the address and phone number stated above. To help us serve you better, please let us know if you change your name, address, or wish to change a party to or interest in this Policy. Thank you for letting us help you meet your insurance needs.

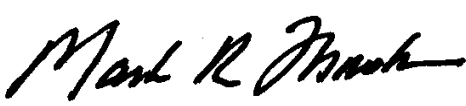
We will provide the benefits described in this Policy, subject to its terms and conditions, including payment of the Death Benefit Proceeds upon receiving Proof of Death for the Insured while this Policy is in force. If this Policy is in force and the Insured is living on the Maturity Date, the Policy Maturity Date will automatically be extended until the death of the Insured unless you elect otherwise.

RIGHT TO EXAMINE AND CANCEL

YOU HAVE THE RIGHT TO EXAMINE AND CANCEL THIS POLICY. YOU MAY RETURN THIS POLICY WITHIN TEN DAYS OF THE DATE YOU RECEIVED IT TO OUR HOME OFFICE OR THROUGH THE REPRESENTATIVE FROM WHOM IT WAS PURCHASED. WHEN WE RECEIVE THIS POLICY, WE WILL CANCEL AND VOID IT AND THEN REFUND ALL PREMIUMS PAID TO YOU IN FULL AS OF THE CANCELLATION DATE.

THIS IS A LEGAL CONTRACT BETWEEN YOU AND US, SO PLEASE READ IT CAREFULLY. IF THIS POLICY IS NOT RETURNED DURING THE RIGHT TO EXAMINE AND CANCEL PERIOD, YOU WILL BE BOUND BY ITS TERMS.

Signed by us on the Policy Date:

| | |
|---|--|
|  |  |
| Secretary | President |

**INDIVIDUAL FLEXIBLE PREMIUM ADJUSTABLE UNIVERSAL LIFE INSURANCE POLICY,
NON-PARTICIPATING**

Flexible Premiums payable until the Maturity Date while the Insured is living.

Death Benefit Proceeds payable upon the death of the Insured while this Policy is in force.

The Maturity Date will automatically be extended unless you elect to receive the Maturity Proceeds.

Rate Class and Rate Type are stated in the Policy Data Pages.

Adjustable Death Benefit.

Non-Participating, no dividends are payable.

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DEFINED TERMS USED IN THIS POLICY

The defined terms listed below are either frequently used or have an important meaning within this Policy.

Accumulated Value – The dollar amount used to compute your Cash Surrender Value and Net Surrender Value. The Accumulated Value includes any Indebtedness. All references to "Cash Value" in the Policy or any Policy rider also means "Accumulated Value."

Attained Age – Age measured from the Policy Date. Attained Age is equal to a person's Issue Age plus the number of completed Policy Years.

Beneficiary – The person or entity, such as a trust or charity, you name to receive the Death Benefit Proceeds if the Insured dies while this Policy is in force.

Cash Surrender Value – The Accumulated Value of this Policy minus any surrender charge.

Contingent Beneficiary – The person or entity, such as a trust or charity, you name to receive the Death Benefit Proceeds if the Insured dies while this Policy is in force and no Beneficiary is living or in existence.

Contingent Owner – The person or entity, such as a trust or charity, you name who becomes the Policy Owner if you die before the Insured.

Death Benefit Guarantee Value – A reference value for the secondary death benefit guarantee provided by this Policy. The Death Benefit Guarantee Value is equal to the sum of the Primary Fund Account plus the Secondary Fund Account. Refer to the Death Benefit Guarantee Value Provision.

Death Benefit Guarantee Value Net Amount At Risk – A value used in calculation of the death benefit guarantee value. On any Policy Monthiversary, the Death Benefit Guarantee Value Net Amount At Risk is the death benefit at the beginning of a Policy month, divided by the Death Benefit Guarantee Value Discount Rate stated in the Policy Data Pages, minus the death benefit guarantee value on that Policy Monthiversary before deduction of the Death Benefit Guarantee Value Monthly Cost Factors Per \$1,000 of Death Benefit Guarantee Value of Net Amount At Risk, but after deduction of monthly charges for any other riders and any other charges. On any other day, the Death Benefit

Guarantee Value Net Amount At Risk is the death benefit divided by the Death Benefit Guarantee Value Discount Rate stated in the Policy Data Pages, minus the death benefit guarantee value. The initial Specified Amount and each increase will have a separate associated Death Benefit Guarantee Value Net Amount At Risk. If the death benefit option in effect is Death Benefit Option 1, and there have been any Specified Amount increases, then the death benefit guarantee value will first be considered a part of the initial Specified Amount. If the death benefit guarantee value exceeds the initial Specified Amount, it shall then be considered a part of additional Specified Amount increases in the order the increases became effective. For the purpose of calculating the Death Benefit Guarantee Value Net Amount At Risk, any death benefit guarantee value less than zero will be replaced with zero.

Death Benefit Guarantee Value Net Premium – The portion of each Premium actually applied to an Account described in the Allocation of Premium and Interest Crediting to the Accounts_section of this Policy.

Death Benefit Proceeds – The amount we pay if the Insured dies while this Policy is in force.

Indebtedness – The amount you owe us due to an outstanding Policy loan balance, including principal and accrued loan interest charged.

Initial Premium Payment Date – The later of the Policy Date or the date we receive the Minimum Initial Premium payment at our Home Office address stated on the face page of this Policy.

Insured – The person you name whose life is covered by this Policy. If the Insured dies while this Policy is in force, the Death Benefit Proceeds become payable.

Issue Age – A person's age based on their birthday nearest the Policy Date. If the last birthday is more than 182 days prior to the Policy Date, the nearest birthday is their next birthday. The Insured's Issue Age is stated in the Policy Data Pages.

Maturity Date – The Policy Anniversary on which the Insured reaches Attained Age 120.

Maturity Proceeds – The amount payable if this Policy is in force on the Maturity Date and you request that the Maturity Date not be automatically extended. The Maturity Proceeds are equal to the Net Surrender Value on the Maturity Date.

Nationwide – Nationwide Life and Annuity Insurance Company. References to "we," "our," and "us" also mean Nationwide Life and Annuity Insurance Company.

Net Amount At Risk – On any Policy Monthaversary, the Net Amount At Risk is the death benefit at the beginning of a Policy month, divided by the Death Benefit Discount Rate stated in the Policy Data Pages, less the Accumulated Value on that Policy Monthaversary before deduction of the monthly cost of insurance, but after deduction of monthly charges for any other riders and any other charges. On any other day, the Net Amount At Risk is the death benefit divided by the Death Benefit Discount Rate stated in the Policy Data Pages, minus the Accumulated Value. The initial Specified Amount and each increase will have a separate associated Net Amount At Risk. If the death benefit option in effect is Death Benefit Option 1, and there have been any Specified Amount increases, then the Accumulated Value will first be considered a part of the initial Specified Amount. If the Accumulated Value exceeds the initial Specified Amount, it will then be considered a part of any Specified Amount increases in the order the increases became effective. For the purpose of calculating the Net Amount At Risk, any Accumulated Value less than zero will be replaced with zero.

Net Premium – The amount of each Premium payment applied to the Accumulated Value of this Policy. Net Premium is equal to a gross Premium paid less any percent of premium expense charge.

Net Surrender Value – The Cash Surrender Value of this Policy minus any Indebtedness.

Policy – The terms, conditions, benefits, and rights of the life insurance contract described in this document including the Policy Data Pages.

Policy Anniversary – Each anniversary of the Policy Date. For any year in which such date does not exist (February 29th), the last day of the month will be the Policy Anniversary.

Policy Date – The issue date of this Policy. It is the date this Policy takes effect subject to the payment of the Minimum Initial Premium stated in the Policy Data Pages.

Policy Monthaversary – The same day of the month as the Policy Date for each succeeding month. In any month where such day does not exist (e.g. 29th, 30th,

and 31st), the Policy Monthaversary will be the last day of that calendar month.

Policy Owner – The person or entity possessing all rights under this Policy prior to the Insured's death. The Policy Owner is named on the application unless later changed. References to "you" or "your" also mean the Policy Owner.

Policy Year – Beginning with the Policy Date, each one-year period this Policy remains in force.

Premium – The payments you make under this Policy. The Minimum Initial Premium is stated in the Policy Data Pages and will be required prior to this Policy taking effect.

Proof of Death – A certified copy of the death certificate. If no death certificate will be issued (e.g. missing person), such other lawful evidence and documentation as permits us to make a reasonable determination as to the fact of, date, cause, and manner of death.

Settlement – Payment of the Death Benefit Proceeds, Maturity Proceeds, or Net Surrender Value.

Specified Amount – The dollar amount used to determine the death benefit of the Policy. It is stated in the Policy Data Pages.

State of Issue – The jurisdiction where this Policy has been issued for delivery. For purposes of this Policy, the term includes the District of Columbia, Puerto Rico and any state, territory, or possession of the United States of America.

Surrender – A withdrawal of Accumulated Value from this Policy at your request. A complete Surrender will result in payment to you of any remaining Net Surrender Value and will terminate all coverage under this Policy and any attached riders. When we refer to a "partial Surrender" it means a withdrawal of a portion of the Accumulated Value and does not by itself terminate this Policy.

GENERAL POLICY PROVISION

Policy References and Headings

Unless the context requires otherwise, the following will apply to the references and headings in this Policy:

1. singular references will also refer to the plural and plural references will also refer to the singular;
2. when we refer to a "provision," it means the entire contents under a main heading in this Policy; and
3. when we refer to a "section," it means the entire contents under a sub-heading within a provision.

Non-Participating

This Policy does not participate in our earnings or surplus and does not earn or pay dividends.

Entire Contract

The insurance provided by this Policy is in return for the application and for Premiums paid as required in this Policy. This Policy and a copy of any attached written application, including any attached written supplemental applications, together with any amendments, endorsements, or riders, make up the entire contract.

No statement will be used in defense of a claim under this Policy unless it is contained in a written application that is endorsed upon or attached to this Policy.

The laws of the State of Issue will govern this Policy.

Applications

All statements in an application, in the absence of fraud, are considered representations and not warranties. In issuing this Policy, we have relied on the statements made in the application to be true and complete. Subject to the Incontestability section of this Policy, no such statement will be used to contest this Policy or deny a claim unless that statement is made in an application and is a misrepresentation that is material to our agreement to provide insurance.

In the case of reinstatement, the addition of benefits by rider, an increase of the Specified Amount, or requests for changes in underwriting classification, we rely on the statements made in the respective applications to be true and complete. Subject to the Incontestability section of this Policy, or an attached rider as applicable, no such statement shall be used to contest or deny a claim unless that statement is made in the application to reinstate, add benefits, or increase the Specified Amount and is a misrepresentation material to our agreement to provide or reinstate coverage.

Alteration or Modification

All changes or agreements related to this Policy must be on official forms signed by our President or Secretary. No agent of Nationwide, medical examiner, or other representative is authorized to accept risks, alter or modify contracts, or waive any of our rights or requirements.

This Policy may be modified or superseded by applicable law. Other changes to this Policy may be made only if you and we agree. We will provide you with a copy of any amendment or endorsement or other document modifying this Policy.

Waiver

Our failure to enforce any provision of this Policy in one or more instances shall not be deemed, and may not be construed or relied upon, as a waiver of such provision. Nor shall any waiver or relinquishment of any right or power hereunder in any one or more instance be deemed, and may not be construed or relied upon as a continuing waiver or relinquishment of that right or power at any other time or times.

Effective Date of Policy Coverage

The effective date of insurance coverage under this Policy is determined in the following manner:

1. for insurance coverage applied for in the original application and approved by us, the effective date is the Policy Date subject to our receipt of the minimum initial premium;
2. for increases or other additions to coverage, the effective date is the Policy Monthiversary on or next following the date we approve your supplemental application for insurance, unless you request and we approve a different date; and

3. in the case of a reinstatement, the effective date is the Policy Monthiversary on or next following our approval of your reinstatement request, unless you request and we approve a different date.

Policy Termination

All coverage under this Policy will terminate when any of the following events occur:

1. you request in writing to terminate coverage under this Policy;
2. the Insured dies;
3. you elect to receive the Maturity Proceeds on the Maturity Date;
4. this Policy lapses at the end of a grace period, subject to the Reinstatement section; or
5. you Surrender this Policy for its Net Surrender Value.

Suicide

We will not pay the Death Benefit Proceeds normally payable on the Insured's death if the Insured commits suicide, while sane or insane, within two years from:

1. the Policy Date; or
2. a date after the Policy Date we approve an increase in Specified Amount requiring evidence of insurability.

In the case of item 1 above, we will pay an amount equal to all Premiums paid prior to the Insured's death less any Indebtedness or partial Surrenders.

In the case of item 2 above, we will not pay the portion of the Death Benefit Proceeds attributable to the Specified Amount increase, but instead will pay all cost of insurance charges attributable to such Specified Amount increase.

We reserve the right under this section to obtain evidence of the manner and cause of the Insured's death.

Incontestability

After this Policy has been in force during the lifetime of the Insured for two years from the Policy Date or a reinstatement date, we will not contest it, as issued on the Policy Date or as reinstated, for any reason.

After any amendment, endorsement, rider, or Specified Amount increase requiring evidence of insurability has been in force as part of the Policy during the lifetime of the Insured for two years from its effective date or a reinstatement date, we will not contest it for any reason.

Misstatement of Age or Sex

If the age or sex of the Insured has been misstated, payments and benefits under this Policy will be adjusted as follows:

1. if the Insured is alive, the Accumulated Value will be adjusted to reflect the monthly deductions and other charges using the correct age and sex of the Insured from the Policy Date to the date of correction. Future monthly deductions and charges will be based on the correct age and sex; or
2. if the Insured has died, we will adjust the death benefit and Accumulated Value. The death benefit will be adjusted according to the formula, (a) multiplied by (b) added to (c) where:
 - (a) is the Net Amount At Risk on the date of the Insured's death;
 - (b) is the ratio of the monthly cost of insurance deducted on the Policy Monthiversary immediately preceding the Insured's death and the monthly cost of insurance that would have been deducted using the correct age and sex on that same Policy Monthiversary; and
 - (c) is the Accumulated Value on the date of the Insured's death adjusted to reflect the monthly deductions and other charges using the Insured's correct age and sex from the Policy Date to the date of death.

Postponement of Payments

We have the right to delay payment of the Net Surrender Value or a Policy loan for a period permitted by law but not longer than six months after either is requested.

Assignment

You may be able to assign some or all of your rights under this Policy. Assignments must be made in writing and signed by you before the death of the Insured. Assignments take effect as of the date signed, unless otherwise specified by you, subject to any payments made or actions taken by us before the assignment is recorded. An assignment will not be recorded until we have received sufficient and clear written direction from you on how rights under this Policy are to be divided.

We may reject or not recognize assignments altering the type or character of the risk we originally assumed in issuing this Policy. Assignments will be subject to any amounts owed to us before the assignment was recorded. The interest of a Beneficiary will be subject to the rights of any assignee of record, unless the Beneficiary designation is an irrevocable designation.

We are not responsible for the validity or tax consequences of any assignment or for any payment or other Settlement made prior to our recording of the assignment.

Instructions

All elections, payment requests, claims, instructions, and/or communications to us must be sent to our Home Office stated on the face page of this Policy and received by us before we can take any action.

No instructions are effective until received and recorded by us at our home office.

Unless we specify otherwise, all instructions under this Policy must be received in writing, signed and dated. We only accept instructions in writing using a traditional hard-copy format, but upon mutual agreement between you and us, we will consent to the acceptance of other methods of delivering instructions such as electronic mail, facsimile or other appropriate agreed upon formats.

For certain Policy changes, such as changes in named parties, authorization of third-parties to act on your behalf, requests to terminate coverage, requests for Surrender, requests for a Policy loan, requests to exchange this Policy for another plan of insurance, requests for a Policy Settlement or claims for Death Benefit Proceeds, we may require you to complete the request on a form we provide.

Currency

Any money we pay, or that is paid to us, must be in the currency of the United States of America.

Reports

While this Policy is in force, we will send a report to your last known address at least once every year. It will show your Policy's current Specified Amount, Accumulated Value, Net Surrender Value, Premium paid, Policy charges and deductions, and any outstanding Indebtedness. The report will also include any other information required by federal and/or state laws and regulations.

Projection of Benefits and Values

We will provide a projection of illustrative future benefits and values under this Policy at any time after the first Policy Anniversary. Your written request and payment of a service fee set by us at the time of the request will be required. The service fee will not exceed the Maximum Fee for Projection of Benefits and Values stated in the Policy Data Pages.

Internal Revenue Code Life Insurance Qualification Test

This Policy has been designed to satisfy the definition of life insurance for federal income tax purposes under Section 7702 of the Internal Revenue Code, as amended. The life insurance qualification test elected at the time of application will determine the minimum required death benefit and Premium limitations of this Policy. You may not change the life insurance qualification test on or after the Policy Date.

We reserve the right to refuse any Premium or decline any change that we reasonably believe would cause your Policy to fail to qualify as life insurance under the applicable tax law. This includes changing the Specified Amount, the death benefit option, and the amount of any requested partial Surrender. We also have the right to change your Policy, to require additional Premium payments and/or loan repayments, or to make distributions from your Policy to the extent necessary to continue to qualify this Policy as life insurance.

We do not give tax advice, and this section should not be construed to guarantee that your Policy will be treated as life insurance or that the tax treatment of life insurance will never be changed by future actions of any tax authority.

Modified Endowment Contracts

Certain policies may be or become Modified Endowment Contracts (MECs) under Section 7702A of the Internal Revenue Code, as amended. We will notify you if a requested action or Premium payment will result in your Policy becoming a MEC. We will only permit your Policy to become a MEC if you authorize it in writing. Otherwise, the requested action will be rejected and any Premium paid in excess of MEC limits will be refunded within sixty days after the end of the Policy Year in which it was received.

For purposes of calculating applicable MEC Premium payment limits, an Accumulated Value less than zero will be treated as if it were zero.

If you request and receive a full or partial Surrender after your Policy becomes a MEC or it is later exchanged into another policy, you may have adverse income tax consequences. Nationwide and its representatives do not provide tax advice. Please consult your tax advisor to determine any tax implications.

PARTIES AND INTERESTS IN THIS POLICY PROVISION

Nationwide

We are a stock life insurance company organized under the laws of the State of Ohio. In exchange for payment of Premium as required in this Policy, we provide certain benefits, including paying the Death Benefit Proceeds if the Insured dies while this Policy is in force.

Policy Owner

You are the Policy Owner and may exercise all rights under this Policy during the lifetime of the Insured. If you die before the Insured, your estate becomes the Policy Owner unless there is a named Contingent Owner or you have directed us otherwise.

You name the other parties with rights and interests in this Policy.

Unless otherwise provided on the Policy application or applicable change of ownership form, if there is more than one Policy Owner, all rights, title and interest in this life insurance Policy will be held jointly with right of survivorship and, all rights, title and interest of any Policy Owner who predeceases the Insured will vest in the surviving Policy Owner or jointly in the surviving Policy Owners, subject to the prior rights of all assignees. The signatures of all Policy Owners, or their legal representatives will be required on any written instructions to exercise Policy rights.

Contingent Owner

You may name a Contingent Owner under this Policy at any time during the lifetime of the Insured. If you name a Contingent Owner, the Contingent Owner will become the Policy Owner if you die during the lifetime of the Insured.

The Insured

The Insured is the person upon whose life this Policy is issued. You may not change the Insured.

Beneficiary and Contingent Beneficiary

You may name one or more Beneficiaries and Contingent Beneficiaries. The right to receive payments under this Policy, including the Death Benefit Proceeds, is described in detail in the Policy Benefits and Values Provision.

Unless you direct otherwise, the following will apply:

1. if more than one Beneficiary survives the Insured, each will share equally in any right to receive the Death Benefit Proceeds;
2. if no Beneficiary survives the Insured, and there is more than one Contingent Beneficiary that survives the Insured, each will share equally in any right to receive the Death Benefit Proceeds; and

3. if no Beneficiary or Contingent Beneficiary is named or none survives the Insured, then you or your estate is entitled to receive the Death Benefit Proceeds.

Changes of Named Parties and Interests

Prior to the Insured's death, you may change the named Beneficiary, Contingent Beneficiary, and Contingent Owner, unless such party was designated irrevocable, by providing us proper notice in the proper format, as provided in the Instructions section of the General Policy Provision. A party designated as irrevocable may only be changed with that party's written consent.

You may also change the Policy Owner, but in doing so you will relinquish all rights under this Policy to the new Policy Owner.

Any change of a party to this Policy will be effective as of the date signed; however, we are not liable for any actions taken or payments made until the change is received and recorded at our Home Office stated on the face page of this Policy.

PREMIUM PAYMENT PROVISION

This Policy provides for flexible Premium payments. Premium payments may be greater or less than the Minimum Monthly Premium stated in the Policy Data Pages, but must be at least the Minimum Premium Payment amount stated in the Policy Data Pages. Additional Premium payments are not required as long as the Net Surrender Value is sufficient to cover all monthly deductions, including any monthly cost for elected optional riders. However, this may result in the Policy continuation requirements described in the Minimum Monthly Premium section not being met.

We reserve the right to require satisfactory evidence of insurability before accepting any Premium payment that results in any increase in the Net Amount At Risk.

Premium payments are subject to the limitations under Section 7702 of the Internal Revenue Code, as amended. We will refuse or refund any Premium payments that will cause your Policy to fail to qualify as life insurance under applicable federal tax laws.

Premium payments will no longer be accepted on or after the Policy Anniversary on which the Insured reaches Attained Age 120, except as necessary to keep the Policy in force.

Premium receipts will be furnished upon request.

Initial Premium

The Minimum Initial Premium is stated in the Policy Data Pages. It must be paid while the Insured is alive. Coverage under this Policy will not become effective until the minimum initial premium is paid. If this Policy is in your possession and you have not paid the minimum initial premium, your Policy is not in force.

The actual initial Premium you pay may be, but is not required to be, greater than the minimum initial premium, subject to the limits described above. Generally, the initial Premium is applied on the Policy Date. It may, however, be applied on a later date, the Initial Premium Payment Date, if received after the Policy Date. Any due and unpaid monthly deductions will be subtracted from the Accumulated Value at this time. You may pay the initial Premium to us in advance at our Home Office stated on the face page of this Policy or to our authorized agent or representative.

Additional Premium

Premium payments after the initial Premium must be at least the Minimum Premium Payment stated in the Policy Data Pages and may be paid at any time while this Policy is in force, subject to the limits described above. We may increase the minimum premium payment amount upon providing you ninety days written notice. We reserve the right to refuse Premium payments that would increase the Net Amount At Risk. All Premium payments after the initial Premium are payable at our Home Office stated on the face page of this Policy.

Planned Premium

Your Planned Premium and Planned Frequency are selected by you and tell us how much and how frequently you intend to pay Premium. They are stated in the Policy Data Pages. We will send you Premium payment reminder notices according to the amount and frequency you elect.

You are not required to pay the planned Premium and your Policy may lapse even if you do; however, failure to pay Premiums as planned may increase the possibility of Policy lapse.

Supplemental Coverage Option

At the time of application, you may elect to make a portion of your Specified Amount "Supplemental Coverage." Your election must be stated in the application as a whole number, for example 34%, but not 34.5%, and is irrevocable after issue. The minimum available Supplemental Coverage percentage is 10% of the Specified Amount and the maximum is 50% of the Specified Amount. Electing Supplemental Coverage does not increase your Specified Amount, it reduces the portion of the Specified Amount treated as "Base Coverage." The elected Supplemental Coverage and Base Coverage percentages are stated in the Policy Data Pages.

Electing to have a portion of your Specified Amount as Supplemental Coverage impacts the Policy as follows:

1. the amount of Premium required to keep your Policy in force under the Minimum Monthly Premium and Death Benefit Guarantee Value sections of the Policy Continuation provision will be lower the greater the percentage of Supplemental Coverage you elect;
2. the Death Benefit Guarantee Value Percent of Premium Expense Charge will be lower the greater the percentage of Supplemental Coverage you elect;
3. the Percent of Premium Expense Charge will be higher the greater the percentage of Supplemental Coverage you elect;
4. all increases and decreases to the Specified Amount will be applied proportionally to the Basic and Supplemental portions of the Specified Amount; and
5. the portion of the Specified Amount that is Supplemental Coverage, if any, will terminate on the original Maturity Date, the date the Insured reaches Attained Age 120.

POLICY CHARGES AND DEDUCTIONS PROVISION

In this provision, we describe all charges we may assess under this Policy. Each charge may include a margin for overall expenses and profit. If we assess a charge described in the sections below, the guaranteed maximum charge and any applicable duration of the charge are stated in the Policy Data Pages.

The following Policy charges and deductions are deducted from the Accumulated Value of your Policy. They should not be confused with the similarly named factors used to calculate the death benefit guarantee value. Refer to the Death Benefit Guarantee Value Monthly Deduction in the Policy Continuation, Grace Period, Lapse, and Reinstatement Provision for details regarding calculation of the death benefit guarantee value.

Percent of Premium Expense Charge

We deduct a percent of premium expense charge from each Premium payment applied to this Policy. The percent of premium expense charge is assessed to reimburse us for premium taxes paid, distribution expenses, and to recover expenses related to the sale of this Policy. The Guaranteed Maximum Percent of Premium Expense Charge for your Policy is stated in the Policy Data Pages.

The percent of premium expense charge will be determined by us, and is subject to change as described in the Changes in Policy Cost Factors provision. We may charge less than the maximum stated. We may increase or decrease this charge from time to time but it will never exceed the Guaranteed Maximum Percent of Premium Expense Charge stated in the Policy Data Pages.

Monthly Deduction

The following is a list of the charges deducted from the Accumulated Value of your Policy on the Policy Date, or Initial Premium Payment Date, and each Policy Monthiversary thereafter while this Policy is in force. If the first Premium payment is received after the Policy Date, we will deduct an amount equal to the monthly deductions due on the Policy Date and each Policy Monthiversary between the Policy Date and the Initial Premium Payment Date.

The monthly deduction for each Policy Monthiversary will be the sum of:

1. the Monthly Per \$1,000 of Specified Amount Expense Charge;
2. the Monthly Cost of Insurance Per \$1,000 of Net Amount At Risk;
3. the Monthly Per Policy Expense Charge; and
4. the monthly cost of any elected optional riders.

The charges listed as items 1, 2 and 3 are detailed in this section. The monthly cost for any elected optional riders is described in the rider form.

Monthly Per \$1,000 of Specified Amount Expense Charge

This charge compensates us for the costs associated with maintaining and administering this Policy, including annual reports, Policy accounting, record-keeping, and other costs and expenses.

The Specified Amount in effect on the Policy Date and each Specified Amount increase, if any, represent separate segments of coverage under this Policy. Separate monthly per \$1,000 of Specified Amount expense charges are used to calculate the monthly per \$1,000 of Specified Amount expense charges for each segment of coverage. The monthly per \$1,000 of Specified Amount expense charge is calculated by multiplying each segment of coverage by the applicable rate determined by us, divided by \$1,000. The rate is subject to change as described in the Changes in Policy Cost Factors section. However, this charge will never exceed the Guaranteed Maximum Monthly Per \$1,000 of Specified Amount Expense Charge stated in the Policy Data Pages.

Monthly Cost of Insurance Per \$1,000 of Net Amount At Risk

This charge compensates us for the mortality, lapse and expense risks associated with the insurance protection provided to you by this Policy.

The Specified Amount in effect on the Policy Date and each Specified Amount increase, if any, represent separate segments of coverage under this Policy. Separate cost of insurance rates are used to calculate the monthly cost of insurance for each segment of coverage. Current cost of insurance rates are determined by us and are subject to change as

described in the Changes to Policy Cost Factors section. The rates for each segment of coverage are based on the Insured's Attained Age, sex, rate class, rate type, rate class multiple and flat extra, if any, at the time this Policy is issued or a Specified Amount increase takes effect, and the length of time since the Policy Date or effective date of a Specified Amount increase. However, cost of insurance rates will never exceed the maximum rates applicable to each segment of coverage as stated in a Table of Guaranteed Maximum Monthly Cost of Insurance Rates Per \$1,000 of Net Amount At Risk in the Policy Data Pages. Policy Data Pages will be issued with an additional table of rates for each Specified Amount increase.

It is possible for different rate classes to apply to the initial Specified Amount and each increase in Specified Amount. A description of how the Net Amount At Risk is allocated among the initial Specified Amount and each increase in Specified Amount is provided in the definition of Net Amount At Risk.

The monthly cost of insurance charge for each segment of coverage is calculated by multiplying its associated Net Amount At Risk by the applicable cost of insurance rate and dividing the result by \$1,000.

Monthly Per Policy Expense Charge

This charge is a flat dollar amount that compensates us for the costs associated with maintaining and administering the Policy. This includes providing you with statements, accounting and record-keeping. The Guaranteed Maximum Monthly Per Policy Expense Charge is stated in the Policy Data Pages.

Surrender Charge

The surrender charge compensates us in the event this Policy is Surrendered in earlier Policy Years, which prevents us from having sufficient time to recoup sales and underwriting expenses associated with issuing this Policy.

The Specified Amount in effect on the Policy Date and each Specified Amount increase, if any, represent separate segments of coverage under this Policy. Surrender charges are calculated separately for each segment of coverage. The surrender charge for each segment of coverage is based on the Insured's Attained Age on the Policy Date or date an increase segment becomes effective, sex, rate class, rate type, rate class multiple, monthly flat extra, length of time a segment has been in effect, and Premiums paid in

the twelve months following the Policy Date or effective date of an increase segment.

The applicable surrender charge is deducted from the Accumulated Value of your Policy at the time any of the following occur:

1. a complete Surrender of the Policy;
2. a complete Surrender of a segment of coverage under the Policy; or
3. a decrease of the Specified Amount, except for decreases that result from a partial Surrender of a segment of coverage under the Policy or a change of death benefit option.

The surrender charge is calculated separately for the initial Specified Amount and each Specified Amount increase, except increases due to a change of death benefit option. The Surrender Charge Table in the Policy Data Pages shows the applicable surrender charge, assuming a full Surrender, for each segment of Specified Amount coverage based on the length of time it has been in effect.

For purposes of determining the applicable surrender charge, requested Specified Amount decreases are treated as coming from the most recent Specified Amount increase first, then from the next most recent Specified Amount increase, and so forth. The Specified Amount in effect on the Policy Date is reduced last. Partial decreases of a segment of coverage will be fractional Surrender charge. This fraction is equal to the decrease in Specified Amount divided by the Specified Amount prior to the decrease. For policies with Specified Amount increases, these fractional Surrender charges will be calculated separately for the initial Specified Amount each increase in Specified Amount. The Surrender charge for a subsequent decrease to the same segment of coverage will also be reduced proportionally from the Accumulated Value of your Policy.

No surrender charge is deducted at time of a partial Surrender even if the partial Surrender of a segment of coverage under the Policy results in the decrease of one or more segments of Specified Amount.

However, in the event of a subsequent full Surrender of a segment of coverage under the Policy, the applicable surrender charge will be based on the total Specified Amount before any decreases due to partial Surrenders.

The surrender charge will vary based on the Insured's Issue Age, sex, risk classification, and the length of time since the Policy Date or effective date of a Specified Amount increase. The maximum surrender charge period and amounts are stated in the Policy Data Pages. An additional table will be provided for any Specified Amount increases.

Policy Loan Interest Charge

The difference between the interest we charge on Indebtedness and the amount we credit in interest to the Policy Loan Account is a charge that compensates us for expenses associated with offering and administering the loan.

Changes in Policy Cost Factors

Changes in percent of premium expense charge, the monthly per \$1,000 of Specified Amount expense charge, the monthly cost of insurance per \$1,000 of net amount at risk, monthly per policy charge and credited interest rates will be based on future changes in future expectations for all issues of this Policy for factors including, but not limited to our:

1. investment earnings;
2. mortality experience;
3. persistency experience;
4. expenses, including reinsurance expenses; and
5. taxes.

Changes to cost of insurance rates will be on a uniform basis for Insureds of the same Issue Age, sex, rate class, rate type, rate class multiple and flat extra, if any, whose policies have been in force for the same length of time.

Any changes we make will be determined in accordance with the state law and any procedures required to be kept on file with the applicable insurance regulator of the State of Issue.

Service Fees

In this Policy we describe instances where we may assess a service fee for certain actions taken at your request. The maximum service fees are stated in the Expense Charges section in the Policy Data Pages.

When we assess a service fee, it will be for each action we take or transaction we process. For

example, if we assess a service fee to process a partial Surrender, we will assess the fee on each partial Surrender.

POLICY COVERAGE, POLICY CONTINUATION, GRACE PERIOD, LAPSE AND REINSTATEMENT PROVISION

Policy Coverage

This Policy remains in force as long as the Net Surrender Value on a Policy Monthaversary is sufficient to cover the monthly charges and deductions we assess. Otherwise, your Policy will lapse, subject to the Grace Period section and the Policy Continuation section.

Policy Continuation

If Premium payments are not made, insurance coverage under your Policy and any benefits provided by rider will be continued in force as long as one of the following conditions is met:

1. the Net Surrender Value of your Policy on each Policy Monthaversary is sufficient to pay the charges listed in the Monthly Deduction section of the Policy Charges and Deductions Provision;
2. the requirements of the Minimum Monthly Premium or the Death Benefit Guarantee Value sections, as applicable, are met; or
3. the Policy is in a grace period.

If Premium payments are not made and the requirements of 1 or 2 above are not met, your Policy will enter a grace period. If the Premium requirements described in the Grace Period section are not met during the grace period, your Policy will lapse and all coverage will end unless it is reinstated.

This section will not continue your Policy beyond the Maturity Date, date of a lapse, nor continue any rider beyond the date of its termination, as provided in such rider.

Minimum Monthly Premium

The Minimum Monthly Premium is stated in the Policy Data Pages. It is only used for purposes of this section. You are not required to make any scheduled Premium payments. **However, your Policy may lapse if you do not pay sufficient Premium to cover the monthly deductions or meet the requirements of this section.**

If the Net Surrender Value of your Policy is not sufficient to pay the monthly deductions described in the Policy Charges and Deductions Provision on any Policy Monthaversary, your Policy will not enter a grace period or lapse if the following requirements are met:

1. the Policy is within the Initial Minimum Monthly Premium Period stated in the Policy Data Pages; and
2. a. is greater than or equal to b. where:
 - a. is the sum of all Premiums paid to date; minus
 - i. any partial Surrenders, including any partial Surrender fees;
 - ii. any returned Premium;
 - iii. and any Indebtedness; and
 - b. is the sum of the minimum monthly premium in effect for each respective month completed since the Policy Date through the current Policy Monthaversary.

If a. is less than b., or the initial minimum monthly premium period has ended, the benefit provided under this section is not in effect and will not prevent this Policy from entering a grace period or lapsing.

The minimum monthly premium may be affected by changes in your Policy. A new minimum monthly premium will apply from the effective date of any changes to this Policy including Specified Amount increases or decreases, rider additions or deletions, partial Surrenders resulting in Specified Amount decreases, and Death Benefit Option changes. However, such changes do not cause the initial minimum monthly premium period to begin again. You will be notified of any change to the minimum monthly premium.

Death Benefit Guarantee Value

The Death Benefit Guarantee Value is a reference value used only for determining whether the policy continuation requirements of this section are met. Two recordkeeping accounts, the Primary Fund Account and the Secondary Fund Account (the "Accounts") are established to calculate the Death Benefit Guarantee Value for your Policy.

The Death Benefit Guarantee Value is not used in determining the Accumulated Value, death benefit, or any other benefits provided in this Policy or any elected optional riders. The Death Benefit Guarantee Value is not a monetary amount that you may access.

Death Benefit Guarantee Value Policy Continuation

If the Net Surrender Value of your Policy is not sufficient to pay the monthly deductions described in the Policy Charges and Deductions Provision on any Policy Monthaversary, your Policy will not enter a grace period or lapse if the following requirements are met:

1. the Initial Minimum Monthly Premium Period stated in the Policy Data Pages has ended; and
2. the death benefit guarantee value, less Indebtedness, is greater than zero.

If these conditions are not met, the benefit provided under this section will not be available and will not prevent your Policy from entering a grace period or lapsing.

If your Policy is being kept in force by the death benefit guarantee value policy continuation feature, the Accumulated Value may become negative. It may grow more negative over time as monthly deductions continue to be accrued. On any day when the Accumulated Value is less than zero, we will credit interest at a zero percent interest rate. For purposes of calculating the Net Amount At Risk, any Accumulated Value less than zero will be replaced with zero.

Payment of additional Premium may be required to keep your Policy in force if the requirements of the death benefit guarantee value policy continuation feature are not met and your Policy's Net Surrender Value is insufficient to cover the monthly deductions, including any negative Accumulated Value.

If on any Policy Monthaversary after the initial minimum monthly premium period has ended the death benefit guarantee value, minus Indebtedness, is less than or equal to zero, we will send a notice to your last known address stating the required Premium payment amount to keep the death benefit guarantee value policy continuation feature in force. We will allow you 61 days from the date we mail you this notice to make such Premium payment. At least 30 days prior to the due date we will send a reminder notice.

If you do not pay the required Premium payment by the end of this 61-day period, the death benefit guarantee value policy continuation feature will terminate and cannot be reinstated. We must receive the Premium payment by the due date.

Calculation of the Death Benefit Guarantee Value

The death benefit guarantee value is equal to the sum of the values of the Primary Fund Account and the Secondary Fund Account.

On the Policy Date, the value of each Account is equal to the Death Benefit Guarantee Value Net Premium allocated to it, as described in the Allocation of Premium and Interest Crediting to the Account and Loans section below, minus the death benefit guarantee value monthly deduction taken on the Policy Date.

Thereafter, the value of each Account on any Policy Monthaversary is calculated as follows:

1. the value of an Account on the preceding Policy Monthaversary; plus
2. one month's interest on item 1 at an Account's applicable interest rate; plus
3. Death Benefit Guarantee Value Net Premiums received since the last Policy Monthaversary, allocated as described in the Allocation of Premium and Interest Crediting to the Accounts section below; plus
4. interest to the current Policy Monthaversary on item 3 at an Account's applicable interest rate, as described in the Allocation of Premium and Interest Crediting to the Accounts section below; minus
5. any partial Surrenders, including any partial Surrender fees, as described in the Partial Surrenders and Loans section below; minus
6. the death benefit guarantee value monthly deduction for each Account deducted on the current Policy Monthaversary.

Allocation of Premium and Interest Crediting to the Accounts

Premium is allocated to the Accounts as follows:

1. all Premium received during a Policy Year up to the Primary Fund Premium Cap stated in the Policy Data Pages is allocated to the Primary Fund Account; and
2. any Premium received during a Policy Year that is in excess of the Primary Fund Premium Cap is allocated to the Secondary Fund Account.

The amount actually applied to each Account is the Death Benefit Guarantee Value Net Premium calculated by multiplying each Premium payment by the applicable Death Benefit Guarantee Value Percent of Premium Expense factors stated in the Policy Data Pages and subtracting the result from the gross Premium received.

Death Benefit Guarantee Value Net Premiums are applied to an Account retroactively as of the Policy Monthiversary at the beginning of the Policy month in which the Premium was received. This applies to the Accounts only; Premium is never retroactively applied to the Accumulated Value; and loan repayments are never applied retroactively to Indebtedness.

The Death Benefit Guarantee Value Interest Rate applicable to the unloaned portion of the Account is stated in the Policy Data Pages. Death Benefit Guarantee Value Net Premiums are credited with interest from the Policy Monthiversary at the beginning of the Policy month in which we receive the Premium. This applies to the Account only; interest is never retroactively credited to Premium applied to the Policy's Accumulated Value or loan repayments applied to Indebtedness.

Partial Surrenders and Loans

All partial Surrenders are first deducted from the Secondary Fund Account until that value reaches zero then partial Surrenders are deducted from the Primary Fund Account.

Loans are tracked for purposes of the Accounts as follows:

1. loans are first deducted from the Secondary Fund Account until that value reaches zero; then
2. while the Secondary Fund Account is zero, any loans are deducted from the Primary Fund Account.

Loan interest is charged and credited to the Secondary Account only at the same rates and in the same manner as for Indebtedness as described in the Policy Loans section of this Policy.

Death Benefit Guarantee Value Percent of Premium Expense

The death benefit guarantee value percent of premium expense factors are reference values used in the calculation of the Death Benefit Guarantee Value Net Premium. They are not actually assessed against your Premium payments.

Premium payments received up through the Primary Fund Premium Cap stated in the Policy Data Pages in a given Policy Year will be assessed one rate and Premium payments received in excess of Primary Fund Premium Cap will be assessed a separate rate.

The applicable death benefit guarantee value percent of premium expense factor will vary based on the amount of Premium received in a Policy Year and length of time your Policy has been in force.

Death Benefit Guarantee Value Monthly Expense Factors

The death benefit guarantee value monthly expense factors are reference values used in the calculation of the death benefit guarantee value. They are not actually assessed against your Accumulated Value.

The death benefit guarantee value monthly expense factors for the Accounts for each Policy month are as follows:

1. the Monthly Cost Factors Per \$1,000 of Death Benefit Guarantee Value Net Amount At Risk described in the next section; plus
2. the monthly cost of any additional benefits provided by elected optional riders substituting death benefit guarantee value calculation factors, where applicable.

Monthly Cost Factors Per \$1,000 of Death Benefit Guarantee Value Net Amount of At Risk

The death benefit guarantee value monthly cost factors for each Account are determined by multiplying the Death Benefit Guarantee Value Net Amount at Risk by the applicable factor from the Monthly Cost Factors Per \$1,000 of Death Benefit Guarantee Value Net Amount At Risk stated in the Policy Data Pages, divided by \$1,000.

Death Benefit Guarantee Value Cost Factors

The death benefit guarantee value percent of premium expense factors, death benefit guarantee value interest rate, and the monthly cost factors per \$1,000 of death benefit guarantee value net amount at risk are all guaranteed for as long as your Policy remains in force.

For Specified Amount increases, the then current monthly cost factors per \$1,000 of death benefit guarantee value net amount at risk provided to you at that time will be used. Otherwise, the Accounts use all other Policy and rider charges and deductions as defined in your Policy.

Grace Period

If the Net Surrender Value on a Policy Monthiversary is not sufficient to cover the current monthly deduction and other charges described in the Policy Charges and Deductions Provision, then this Policy will enter a grace period, unless the requirements of the Policy Continuation section are met.

When this Policy enters a grace period, we will send a notice to your last known address and any assignee of record informing you of the Policy's lapse pending status and the amount of Premium you must pay to keep this Policy in force. A grace period will last sixty-one days from the date we mail you the notice. At least thirty days prior to the end of a grace period, we will send a second reminder notice.

During the grace period, this Policy will continue in force. When the grace period ends, this Policy and any coverage associated with it, including any elected optional riders, will lapse.

You may prevent this Policy from lapsing by paying sufficient Premium to cover three times the amount of the most recent monthly charges and deductions or Premium sufficient to meet the requirements of the Policy Continuation section, whichever is less. We

must receive the Premium payment by the due date or your Policy will lapse.

If the Insured dies during a grace period, we will pay the Death Benefit Proceeds, subject to the Incontestability, Suicide, and Misstatement of Age or Sex sections of the General Policy Provision.

Lapse

If your Policy enters a grace period during the minimum monthly premium period, the lapse pending notice we send you will include the Premium amount required to maintain your Policy under the Minimum Monthly Premium section as well as the amount required by the Grace Period section. You can keep your Policy in force by paying the lesser of the two amounts.

If you do not pay at least the required Premium payment amount by the end of a grace period, this Policy will lapse. If your Policy lapses, any applicable surrender charge will be deducted from the Policy's Accumulated Value. When a lapse occurs, all coverage under this Policy and any elected optional riders will terminate, subject to the Reinstatement section.

Reinstatement

If your Policy lapses at the end of a grace period, it may be reinstated subject to all of the following:

1. it has not been surrendered for its Net Surrender Value;
2. the reinstatement request is in writing and received by us within five years after the end of the most recent grace period and prior to the Maturity Date;
3. we may require you to provide new evidence of insurability satisfactory to us that the Insured is insurable in the same rate class and rate type as when the Policy was issued;
4. your Policy either:
 - a. is reinstated during the minimum monthly premium period and you pay an amount of Premium equal to the lesser of:
 - i. an amount equal to the minimum monthly premium multiplied by the number of Policy Monthaversaries

since the grace period including the Policy Monthiversary that began the grace period and the reinstatement date; and

- ii. an amount sufficient to cover all monthly deductions that were due and unpaid during the grace period and any additional amounts needed to increase the Accumulated Value, less Indebtedness and any surrender charge, to zero; or
 - b. is reinstated after the minimum monthly premium period and you pay an amount of Premium sufficient to cover all monthly deductions that were due and unpaid during the grace period and any additional amounts needed to increase the Accumulated Value, less Indebtedness and any surrender charge, to zero;
5. in addition to the Premium payment required by item 4, you pay Premium sufficient to keep your Policy in force for three months from the date of reinstatement; and
 6. you repay or reinstate any Indebtedness against your Policy that existed at the end of the grace period.

You may, but are not required to, pay more than the minimum Premium amount required for reinstatement. The effective date of a reinstated Policy will be the Policy Monthiversary on or next following the date we approve the application for reinstatement.

When your Policy is reinstated, a new two-year contestable period will apply with respect to statements you make in the application for reinstatement. After this Policy is in force for two years from a reinstatement date, we will not contest it for any reason. If your policy lapses after the minimum monthly premium period, the Death Benefit Guarantee Policy Continuation section will terminate and cannot be reinstated.

The Accumulated Value on the date of reinstatement, but prior to applying any Premium payments or loan repayments, will equal the lesser of:

1. the Accumulated Value at the end of the most recent grace period; or

2. the amount of any reinstated Indebtedness at the end of the grace period, plus the applicable surrender charge stated in the Policy Data Pages for the Policy Year in which your Policy is reinstated.

The surrender charge for your Policy will continue to be based on the Policy Date and the effective dates of any Specified Amount increases.

POLICY BENEFITS AND VALUES PROVISION

Nonforfeiture

Accumulated Value

The Accumulated Value will begin to have value on the Initial Premium Payment Date. At that time, the Accumulated Value will equal the Net Premium paid less any due and unpaid monthly deductions from the Policy Date to the Initial Premium Payment Date.

On each Policy Monthiversary after the Initial Premium Payment Date, the Accumulated Value will be calculated as follows:

1. the Accumulated Value on the preceding Policy Monthiversary; plus
2. one month's interest on item 1 at the applicable interest rate; plus
3. Net Premiums received since the preceding Policy Monthiversary; plus
4. interest to the Policy Monthiversary on item 3; minus
5. any partial Surrender of Accumulated Value to be made on the Policy Monthiversary, including any partial Surrender service fee; minus
6. any partial Surrender of Accumulated Value processed since the preceding Policy Monthiversary, including any partial Surrender service fee; minus
7. interest on item 6 from the date of the partial Surrender to the date of Policy Monthiversary; minus
8. any surrender charge deducted for Specified Amount decreases; minus

9. the monthly deduction on the current Policy Monthaversary.

On any day other than a Policy Monthaversary, the Accumulated Value will be:

1. the Accumulated Value on the preceding Policy Monthaversary; plus
2. Net Premiums received since the preceding Policy Monthaversary; plus
3. interest to date on items 1 and 2; minus
4. any partial Surrender of Accumulated Value processed since the preceding Policy Monthaversary, including any partial Surrender service fee; minus
5. interest on item 4 from the date of the partial Surrender to the date of calculation.

On any day where the Accumulated Value is less than zero, we will credit interest at a zero percent interest rate.

Interest Paid on Accumulated Value

Your Accumulated Value will earn interest daily. The interest rate is determined by us and is subject to change. We may credit interest at a rate greater than the guaranteed minimum interest rate. However, we guarantee that the credited interest rate will never be less than the Guaranteed Minimum Interest Rate stated as an effective annual rate in the Policy Data Pages.

Basis of Computations

The basis for calculation of the minimum Cash Surrender Value for your Policy is stated in the Policy Data Pages. Where required, a detailed statement of the method we use to compute Cash Surrender Values under your Policy has been filed with the insurance regulator in the State of Issue. Cash Surrender Values under this Policy are not less than the minimums required on the Policy Date by the State of Issue.

Complete Surrender

This Policy may be Surrendered for its Net Surrender Value at any time prior to the death of the Insured while this Policy is in force.

You must submit a written request for Surrender to our Home Office listed on the face page of this

Policy. The date of Surrender will be the date we receive your written request. We may require your Policy to be sent to us for endorsement before we pay the full Net Surrender Value. The Net Surrender Value will be paid in cash or according to a Settlement option you elect. All coverage under this Policy and any elected rider ends on the date we receive your written Surrender request.

Within thirty days after a Policy Anniversary, the Net Surrender Value will not be less than the Net Surrender Value on that anniversary, less any Policy loans or Surrenders taken on or after such anniversary. We reserve the right to defer the payment of the Net Surrender Value as described in the Postponement of Payments section.

Partial Surrenders

A partial Surrender may be taken after the first Policy Year while this Policy is in force. You must submit your request for partial Surrender in writing on a form we provide. We may also require that this Policy be sent to us for endorsement.

We reserve the right to limit the number of partial Surrenders in a Policy Year to one. We reserve the right to deduct a service fee from the partial Surrender amount. The Maximum Transaction Fee for a Partial Surrender is stated in the Policy Data Pages. The fee imposed on a partial Surrender will not reduce the full surrender charge applicable to this Policy.

The effective date of any partial Surrender will be the date we approve your request. We reserve the right to defer the payment of a partial Surrender as described in the Postponement of Payments section.

When a partial Surrender is taken, we will reduce the Accumulated Value by the partial Surrender amount. We will also reduce the Specified Amount by the amount necessary to prevent an increase in the Net Amount at Risk. However, the Specified Amount reduction will not be greater than the partial Surrender amount. Any such decrease will reduce insurance coverage in the following order:

1. insurance provided by the most recent Specified Amount increase;
2. insurance provided by the next most recent Specified Amount increases successively; then
3. insurance provided by the Specified Amount in effect on the Policy Date.

The amount of any partial Surrender is subject to the following conditions:

1. the Minimum Partial Surrender amount permitted is stated in the Policy Data Pages;
2. the maximum partial Surrender amount permitted is the Net Surrender Value less the greater of \$500 or the sum of the next three monthly deductions;
3. a partial Surrender may not reduce the Specified Amount below the Minimum Specified Amount stated in the Policy Data Pages; and
4. a partial Surrender will not be permitted if in our reasonable belief, it would cause this Policy to be disqualified as a contract for life insurance under Section 7702 of the Internal Revenue Code at any time.

Policy Loans

You may request a loan at any time after the first Policy Anniversary while your Policy is in force. You must submit a written request. The loan will be made upon the sole security of the Policy and proper assignment of your Policy to us as collateral. We have the right to defer making a Policy loan as described in the Postponement of Payments section. The loan date is the date we process your loan request.

You may borrow any amount up to the Net Surrender Value, as of the loan date, minus three monthly deductions.

If the requested Policy loan meets the requirements described in this section, the requested loan amount will be transferred into the Policy loan account, referred to in this section as the "Policy Loan Account."

Loan Interest

The Policy Loan Interest Crediting Rate and Policy Loan Interest Charged Rate are stated in the Policy Data Pages.

Loan interest credited and loan interest charged accrue daily at their respective rates and become due whenever any of the following events occur:

1. a Policy Anniversary;
2. at the time a subsequent loan is requested and made;

3. at the time of a loan repayment;
4. at the time of a Policy lapse;
5. at the time of complete Surrender; or
6. upon the death of the Insured.

Whenever one of the above events occurs, an amount equal to the accrued loan interest credited is transferred from the Policy Loan Account to the unloaned portion of the Accumulated Value.

At the same time, an amount equal to the accrued loan interest charged is transferred from the unloaned portion of the Accumulated Value to the Policy Loan Account.

See the Policy Loan Interest section of the Policy Charges and Deductions Provision for a description of how interest charges and credits result in a charge under this Policy.

Loan Repayment

All or part of a Policy loan may be repaid to us at any time while this Policy is in force. Any payment intended as a Policy loan repayment, rather than a Premium payment, must be identified as such. Each loan repayment must be at least equal to the Minimum Loan Repayment stated in the Policy Data Pages. If the loan repayment meets the requirements described in this section, we will transfer the loan repayment amount from the Policy Loan Account to the unloaned portion of the Accumulated Value. If the amount of a loan repayment exceeds the current Indebtedness, it will be applied as a Premium payment subject to the requirements and limitations for Premium payments.

If any Indebtedness is not repaid by the earlier of the date of the Insured's death or the Maturity Date, we will reduce the amount of any Death Benefit Proceeds or Maturity Proceeds by the amount of the Indebtedness.

Any Indebtedness existing at the end of a grace period may not be repaid unless and until this Policy is reinstated.

Excessive Indebtedness

If on any Policy Monthaversary, the total Indebtedness ever equals or exceeds the Cash Surrender Value, your Policy may lapse subject to the Policy Continuation, Grace Period, Lapse, and Reinstatement Provision. If your Policy enters a grace period due to excessive Indebtedness, we will

send you and any assignee of record the lapse notice described in the Grace Period section.

In addition, if your Policy's total Indebtedness ever equals or exceeds the Death Benefit Guarantee Value, we will send the lapse notice described in the Death Benefit Guarantee Value Policy Continuation section.

Policy Owner Services

Automated Income Monitor

Automated Income Monitor is an optional systematic partial Surrender and/or policy loan program. This program is only available to Policies that are **not** Modified Endowment Contracts ("MECs").

Taking partial Surrenders and/or policy loans may result in adverse tax consequences, will reduce Policy values, and may increase the likelihood your Policy will lapse. Before requesting an Automated Income Monitor program, please consult with your financial and tax advisors.

You may elect the Automated Income Monitor program, if your Policy is not a MEC, on a form we provide. At the time of application for the program, we will provide you with an illustration of the proposed income stream and impacts to the Cash Value, Cash Surrender Value and death benefit based on your elections. You must submit this illustration along with your election form.

We will automatically process partial Surrenders and/or policy loans based on your elections until the program is terminated.

After the program has been elected, we will provide an updated illustration on each Policy Anniversary to assist you in determining whether to continue, modify, or discontinue the elected program based on your goals. You may request modification or termination of the Automated Income Monitor program at any time by written request.

The Automated Income Monitor program is subject to all of the following conditions:

1. you authorize us to make scheduled payments via policy loan when:
 - a. your Policy's cost basis, as defined by the Internal Revenue Code, is reduced to zero;

- b. a partial Surrender within the first fifteen Policy years would be a taxable event; or

- c. to prevent this Policy from becoming a MEC;

2. partial Surrenders and policy loans taken under the program are subject to the same terms and conditions as other partial Surrenders and policy loans described in this Policy; and

3. while the program is in effect, no Premium payment reminder notices will be sent.

The Automated Income Monitor program will terminate upon the earliest of the following:

1. our receipt of your written request to terminate participation;
2. at the time this Policy enters a grace period or terminates for any reason;
3. at the time of a requested partial Surrender or policy loan outside the program;
4. upon a change of Policy Owner;
5. a Rider that restricts partial Surrenders and/or policy loans is invoked or begins providing benefits;
6. on any Policy Anniversary when the illustration we provide produces a payment amount or duration of zero based on your then current payment elections;
7. for income based on a fixed duration, at the end of the period you specify at the time of election;
8. at any time the scheduled partial Surrender or Policy loan would cause this Policy to fail to qualify as life insurance under Section 7702 of the Internal Revenue Code, as amended; or
9. your Policy's Maturity Date.

We reserve the right to modify, suspend, or discontinue offering Automated Income Monitor programs at any time upon providing you with written notice.

The Death Benefit

This Policy provides a death benefit upon the death of the Insured while this Policy is in force.

You may elect one of the two death benefit options detailed below. If you do not elect a death benefit option in the application, your Policy will be issued with Death Benefit Option 1. You may change the death benefit option as provided in the Change of Death Benefit Option section below. The death benefit is determined based on the death benefit option in effect on the date of death of the Insured. The Death Benefit Option currently in effect is stated in the Policy Data Pages.

Death Benefit Option 1 – Under this option, the death benefit will be the greater of:

1. the Specified Amount in effect on the date of the Insured's death; or
2. the Accumulated Value multiplied by the applicable percentage from the Internal Revenue Code Life Insurance Qualification Test Table stated in the Policy Data Pages at the Attained Age of the Insured on the date of the Insured's death.

Death Benefit Option 2 – Under this option, the death benefit will be the greater of:

1. the Specified Amount in effect plus the Accumulated Value on the date of the Insured's death; or
2. the Accumulated Value multiplied by the applicable percentage from the Internal Revenue Code Life Insurance Qualification Test Table stated in the Policy Data Pages at the Attained Age of the Insured on the date of the Insured's death.

Changes to Insurance Coverage

You may request a change of death benefit option, Specified Amount increases, and Specified Amount decreases to your Policy. Any such changes are subject to the following conditions in addition to the conditions stated in the applicable sub-section below:

1. your Policy must be in force;
2. you must submit a written request on a form we provide;
3. no change may be requested during the first Policy Year;

4. no change will take effect unless the Net Surrender Value, after the change, is sufficient to keep your Policy in force for at least three months;
5. the effective date of any change under this section will be the Policy Monthiversary on or next following the date we approve the request for change, unless you request and we approve a different date; and
6. any requested change under this section is subject to our approval.

Revised Policy Data Pages will be issued reflecting any change to insurance coverage.

Change of Death Benefit Option

Requests to change your death benefit option are subject to the following additional conditions:

1. you may only change the death benefit option once each Policy Year;
2. unless you request and we approve otherwise, we will adjust the Specified Amount so that the Net Amount At Risk does not change due to the death benefit option change as follows:
 - a. if the change is from Death Benefit Option 1 to Death Benefit Option 2, the Specified Amount will be decreased by the amount of the Accumulated Value on the date the change becomes effective. We will not impose a surrender charge on such decrease; or
 - b. if the change is from Death Benefit Option 2 to Death Benefit Option 1, the Specified Amount will be increased by the amount of the Accumulated Value on the date the change becomes effective. We will not increase the surrender charge because of such increase.

Under either 2.a. or 2.b. you may elect to keep the Specified Amount the same. However, if the change is from Death Benefit Option 1 to Death Benefit Option 2, your election must be accompanied by evidence of insurability satisfactory to us.

3. any change of death benefit option that would reduce the Specified Amount below the Minimum Specified Amount stated in the Policy Data pages or cause your Policy to fail to qualify as a contract for life insurance, in our reasonable belief under applicable law based on Premiums already paid, will be rejected; and
4. no change of death benefit option will be permitted after the Insured reaches Attained Age 120.

Specified Amount Increases and Decreases

Specified Amount Increases

Each requested Specified Amount increase will have an associated surrender charge, cost of insurance rate, and monthly expense charge. We will inform you of these rates and charges at the time of the increase. Refer to the Surrender Charge and Monthly Deductions sections for additional information.

Requests to increase your Specified Amount are subject to the following additional conditions:

1. you must provide evidence of insurability for the Insured that is satisfactory to us;
2. we reserve the right to limit the number of Specified Amount increases to one each Policy year;
3. the amount of the increase must be at least equal to the Minimum Specified Amount Increase stated in the Policy Data Pages. We may change the minimum increase amount for your Policy upon ninety days written notice of such change to the Policy Owner; and
4. age limits that apply to this Policy on a new issue basis apply to Specified Amount increases. For example, increases to the Specified Amount would not be permitted if the Insured's age is greater than the maximum issue age under this Policy.

Specified Amount Decreases

Requests to decrease your Specified Amount are subject to the following additional conditions:

1. we reserve the right to limit the number of Specified Amount decreases to one per Policy year;

2. the amount of the decrease must be at least equal to the Minimum Specified Amount Decrease stated in the Policy Data Pages. We may change the minimum amount for your Policy upon ninety days written notice of such change to the Policy Owner;
3. any decrease that would reduce the Specified Amount below the Minimum Specified Amount stated in the Policy Data Pages or cause your Policy to fail to qualify as a contract for life insurance, in our reasonable belief under applicable law based on Premiums already paid, will be rejected;
4. insurance is decreased in the following order:
 - a. insurance provided by the most recent Specified Amount increase;
 - b. insurance provided by the next most recent Specified Amount increases successively; then
 - c. insurance provided by the Specified Amount in effect on the Policy Date; and
5. a surrender charge is deducted from the Accumulated Value for each requested Specified Amount decrease. Refer to the Surrender Charge section for additional information.

Death Benefit Proceeds

We will not pay the Death Benefit Proceeds until we receive and record Proof of Death for the Insured and any other information we may reasonably require.

The Death Benefit Proceeds that become payable if the Insured dies while this Policy is in force are equal to:

1. the death benefit provided by the death benefit option in effect on the date of the Insured's death; plus
2. any in force insurance coverage on the Insured's life you elected by rider that is a part of this Policy; minus
3. Indebtedness; minus

4. any due and unpaid monthly charges and deductions accruing if this Policy is in a grace period on the date of the Insured's death.

We will pay the Death Benefit Proceeds as described in the Beneficiary and Contingent Beneficiary section of this Policy. The manner in which the Death Benefit Proceeds will be paid is described in the Policy Settlement section.

The Death Benefit Proceeds are subject to adjustment as described in the Incontestability, Suicide, and Misstatement of Age or Sex sections of the General Policy Provision.

Policy Maturity Proceeds

If the Insured is alive and this Policy is in force on the Maturity Date, you may elect to have the Maturity Proceeds, if any, paid to you according to the Policy Settlement section below. If we do not receive an election from you, the Maturity Date will automatically be extended subject to continued compliance with Section 7702 of the Internal Revenue Code, as amended.

Policy Maturity Date Extension

If the Insured is alive and your Policy is in force on the Maturity Date, the Maturity Date will automatically be extended until the date of the Insured's death unless you specify otherwise, subject to continued compliance with Section 7702 of the Internal Revenue Code, as amended.

When the Maturity Date is extended, the following will apply:

1. any Supplemental Coverage elected will terminate resulting in a reduction of the Specified Amount;
2. we will not accept additional Premium or permit Specified Amount increases, decreases, death benefit option changes, or partial Surrenders;
3. Policy loans and loan repayments will be permitted;
4. no further monthly deductions will be taken;
5. interest will continue to be credited to the Accumulated Value, if any;
6. loan interest will continue to be charged to and credited on any Indebtedness; and

7. if your Policy lapses after the Maturity Date has been extended, it may not be reinstated.

Extension of the Policy's Maturity Date will not continue any elected rider beyond its date of termination as provided in the rider.

Policy Settlement

Policy Settlement may be made in a lump sum or by other available options stated below upon our receipt of complete instructions and any other information we may reasonably require. More than one Settlement option may be elected. However, Settlement options other than the lump sum option may only be elected if the total amount to be applied under an option is at least \$2,000.00 and each payment is at least \$20.00.

While this Policy is in force and prior to the death of the Insured, you may elect, revoke, or change Settlement options at any time, subject to the limits stated above. If no Settlement option has been elected before the death of the Insured, the party entitled to payment may elect a Settlement option or options at the time the Death Benefit Proceeds become payable. If no other Settlement option has been elected, payment will be made in a lump sum.

Settlement options must be elected, revoked, or changed by proper written request. After an election, revocation, or change is recorded at our Home Office stated on the face page of this Policy, it will become effective as of the date it was requested; however, we will not be liable to any person for any action or payment we make prior to recording the change. We may require proof of age of any person to be paid under a Settlement option. Any change of Beneficiary prior to the effective date of the settlement contract will automatically revoke any Settlement option that is in effect.

At the time of Policy Settlement under any Settlement option other than the lump sum option, we will issue a settlement contract in exchange for the Policy. The effective date of the settlement contract will be the date the Insured died, the Maturity Date or the date the Policy is Surrendered. Payments will be made at the beginning of the selected twelve, six, three, or one month interval starting with the effective date of the settlement contract.

Settlement Options

Settlement option payments are not assignable. To the extent allowed by law, Settlement option payments are not subject to the claims of creditors or to legal process. In addition to a lump sum payment, the following Settlement options are available:

1. Life Income with Payments Guaranteed: Amounts applied to this option will be paid for a term equal to, the greater of the named payee's remaining lifetime, or the selected guarantee period of ten, fifteen, or twenty years. The amount payable monthly for each \$1,000 applied to this option is stated in the Option 1 Table in the Policy Data Pages. Since payments are based on your lifetime, which is not a predetermined time period, once payments begin you cannot withdraw any amount.
2. Joint and Survivor Lifetime Income: Amounts applied to this option will be paid and continued during the lifetimes of the named payees, as long as either payee is living. The amount payable monthly for each \$1,000 applied to this option for selected age and sex combinations is stated in the Option 2 Table in the Policy Data Pages. Amounts payable for age and sex combinations not stated in the Option 2 Table will be furnished on request. Since payments are based on your lifetime, which is not a predetermined time period, once payments begin you cannot withdraw any amount.
3. Life Annuity: Amounts applied to this option will be paid during the lifetime of the named payee. The amount payable will be based on our current annuity purchase rates on the effective date of the settlement contract. Annuity purchase rates are subject to change. Upon request, we will quote the amount currently payable under this Settlement option. Since payments are based on your lifetime, which is not a predetermined time period, once payments begin you cannot withdraw any amount.
4. Any Other Option: Settlement options not set forth in this Policy may be available. You may request any other form of Settlement option, subject to our approval. The amount and period available under any other option will be determined by us.

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NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY

ENDORSEMENTS (Endorsements may be made only by Nationwide at our Home Office stated on the face page of this Policy). Please attach any applicable endorsements here (Note: this section is not used as a blank endorsement).

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THIS PAGE WILL BE USED FOR ENDORSEMENTS.



**INDIVIDUAL FLEXIBLE PREMIUM ADJUSTABLE UNIVERSAL LIFE INSURANCE POLICY,
NON-PARTICIPATING**

Flexible Premiums payable until the Maturity Date while the Insured is living.

Death Benefit Proceeds payable upon the death of the Insured while this Policy is in force.

The Maturity Date will automatically be extended unless you elect to receive the Maturity Proceeds.

Rate Class and Rate Type are stated in the Policy Data Pages.

Adjustable Death Benefit.

Non-Participating, no dividends are payable.

Forms: NWLA-444-M2

Riders:

Policy Data Page

The Policy Data Pages include information about this Policy as of the Policy Date based on information you provided us on the application including any supplemental application. This Policy is adjustable meaning you can change the amount of coverage, death benefit option, and rider elections subject to any applicable requirements. Post-issue Policy activity, such as Policy loans, partial Surrenders, and benefit changes (including Specified Amount increases and decreases, death benefit option changes, and rider elections) will affect the Policy coverage. We will provide replacement Policy Data Pages reflecting any new benefit elections or coverage changes you make after the Policy Date, including changes to Surrender charge schedules and underwriting risk classification (including rate class, rate type, and any monthly flat extras).

Issue Information:

| | | | |
|-----------------|--------------|--------------|---|
| Owner: | [JOHN DOE] | Policy Date: | [MAY 1, 2009] |
| Policy Number: | [B500000000] | Policy Type: | Individual Flexible Premium Adjustable |
| State of Issue: | [Anystate] | | Universal Life Insurance, Non-Participating |

Insured Information:

| | |
|----------------------|----------------------------------|
| Insured: | [JOHN DOE] |
| Issue Age: | [35] |
| Sex: | [MALE] |
| Rate Class | [STANDARD] |
| Rate Type | [NON-TOBACCO] |
| Rate Class Multiple: | [1.00] |
| Monthly Flat Extra*: | [None] \$ payable to 00/00/0000] |
| Monthly Flat Extra*: | [None] \$ payable to 00/00/0000] |

*Monthly Flat Extras are amounts charged in addition to the monthly cost of insurance charge on a per \$1,000 of Specified Amount basis. Monthly Flat Extras may be charged for rating and/or to account for particular risks such as hazardous occupations or hobbies.

Premium Information:

| | | | |
|--------------------------|------------|--|----------|
| Minimum Initial Premium: | [\$112.00] | Minimum Additional Premium Payment: | [25.00] |
| Planned Premium Payment: | [\$776.00] | Planned Frequency: | [ANNUAL] |
| Minimum Monthly Premium: | [\$56.00] | Initial Minimum Monthly Premium Period in Years: | [15] |

NOTE: Payment of the Planned Premiums may not be sufficient to continue coverage to the Maturity Date. Additional premiums may be required to keep your policy in force if your policy's secondary death benefit guarantee provided by the Minimum Monthly Premium provision or the Death Benefit Guarantee Value provision terminates for any reason and your policy's Net Surrender Value is insufficient to cover monthly deductions. Please contact the company for additional information.

Insured

[JOHN DOE]

Policy Number

[B500000000]

| | |
|---|--|
| Coverage Information: | |
| Specified Amount | [\$100,000.00] |
| Base Coverage | [100%] |
| Supplemental Coverage | [0%] |
| Minimum Specified Amount | [\$100,000.00] |
| Minimum Specified Amount Increase | [\$10,000.00] |
| Minimum Specified Amount Decrease | [\$10,000.00] |
| Internal Revenue Code Life Insurance Qualification Test | [Guideline Premium/Cash Value Corridor Test] |
| Death Benefit Option | [Option 1] |
| Death Benefit Discount Rate | 1.00246627 |
| Maturity Date* | [MAY 01, 2094] |

* Coverage may expire prior to the Maturity Date if premiums paid and interest credited are not large enough to continue coverage to that date. Also, any policy changes not reflected at issue, like policy loans, partial surrenders, coverage changes, and rider changes would also affect the coverage. Please see "Continuation of Insurance" provision. If coverage continues in force to the original Maturity Date, the Maturity Date will automatically be extended unless you elect to receive the maturity proceeds. THIS POLICY MAY NOT QUALIFY UNDER THE FEDERAL TAX CODE AS LIFE INSURANCE AFTER ATTAINED AGE 120. IF THE POLICY IS DEEMED TO NOT QUALIFY AS LIFE INSURANCE, IT MAY BE SUBJECT TO ADVERSE TAX CONSEQUENCES. PLEASE CONSULT YOUR TAX ADVISOR BEFORE MAKING ANY DECISION REGARDING MATURITY DATE EXTENSION.

| Schedule of Benefits | | | | |
|----------------------|----------------------------------|----------------|-----------------|-----------------|
| Form Number | Benefit | Amount | Coverage Starts | Coverage Stops* |
| NWL-444-M2 | Flexible Premium Adjustable Life | | | |
| | Initial Specified Amount: | [\$100,000.00] | [05/01/2009] | [05/1/2094] |
| | Flexible Premium Adjustable Life | | | |
| | Specified Amount Increase: | [\$0.00] | [05/01/2010] | [05/1/2094] |
| | Sex: [Male] | | | |
| | Attained Age: [36] | | | |
| | Rate Class: [STANDARD] | | | |
| | Rate Class Multiple: [1.00] | | | |
| | Rate Type: [NON-TOBACCO] | | | |
| | Monthly Flat Extra: [NONE] | [] [] | [] | |
| | To: | | | |
| | Monthly Flat Extra: [NONE] | [] [] | [] | [] |
| | To: | | | |

* Coverage may expire prior to the date shown if premiums paid and interest credited are not large enough to continue coverage to that date.

Insured

[JOHN DOE]

Policy Number

[B500000000]

| Expense Charges | | |
|---|-----------|--|
| Guaranteed Maximum Percent of Premium Expense Charge | [50.00%] | To any premium paid |
| Guaranteed Maximum Monthly Per Policy Expense Charge | [\$20.00] | Each month, in all policy years |
| Guaranteed Maximum Monthly Per \$1,000 of Specified Amount Expense Charge | [\$0.94] | Each month, in all policy years |
| Maximum Fee for Projection of Benefits and Values | \$25.00 | For each projection |
| Maximum Transaction Fee for a Partial Surrender | \$25.00 | For each partial surrender or 5% of the partial surrender, whichever is less |

The expense charges are zero starting at Attained Age 120.

Loan and Partial Surrender Minimums

| | |
|---------------------------|----------|
| Minimum Partial Surrender | \$500.00 |
| Minimum Loan Repayment | \$25.00 |

Interest Crediting Rate (Per Annum)

| | | |
|--|-------|---|
| Guaranteed Minimum Interest Rate (used in Accumulated Value calculation and portion of the Accumulated Value subject to loan) | 3.00% | Applied to Accumulated Value and loaned portion of the Accumulated Value in all policy years* |
|--|-------|---|

* Excess interest may be credited on the unborrowed Accumulated Value. The portion of the Accumulated Value subject to loan, if any, will be credited with an interest rate of 3.00%.

Policy Loan Interest Rates (Per Annum)

| | | |
|-------------------------------------|-------|--|
| Policy Loan Interest Charged Rate | 5.00% | Charged to Indebtedness in all policy years |
| Policy Loan Interest Crediting Rate | 3.00% | Credited to Indebtedness in all policy years |

Current rates are not guaranteed and the insurer has the right to change the amount of interest credited to the policy, or the cost o insurance or other expenses deducted from the policy. This may result in lower cash values than illustrated or the requirement of additional premium payments in order to keep the policy in force.

Insured [JOHN DOE]
Specified Amount [\$100,000.00]
Sex [MALE]
Rate Type [NON-TOBACCO]

Policy Number [B500000000]
Effective Date of Coverage [MAY 01, 2009]
Rate Class [STANDARD]

Policy Data Page

Table of Guaranteed Maximum Monthly Cost of Insurance Rates per \$1,000 of Net Amount At Risk

| Attained Age | Rate | Attained Age | Rate | Attained Age | Rate |
|--------------|----------|--------------|------------|--------------|------------|
| [18] | [.07670] | [53] | [.36406] | [88] | [13.84938] |
| [19] | [.07837] | [54] | [.40674] | [89] | [15.33342] |
| [20] | [.07920] | [55] | [.45949] | [90] | [16.90881] |
| [21] | [.07920] | [56] | [.51311] | [91] | [18.41631] |
| [22] | [.07920] | [57] | [.57096] | [92] | [20.01527] |
| [23] | [.08004] | [58] | [.62045] | [93] | [21.73361] |
| [24] | [.08087] | [59] | [.67752] | [94] | [23.58543] |
| [25] | [.08170] | [60] | [.74639] | [95] | [25.57306] |
| [26] | [.08504] | [61] | [.83045] | [96] | [27.43188] |
| [27] | [.08921] | [62] | [.93311] | [97] | [29.45788] |
| [28] | [.08754] | [63] | [1.04853] | [98] | [31.67269] |
| [29] | [.08587] | [64] | [1.17000] | [99] | [34.09954] |
| [30] | [.08504] | [65] | [1.29840] | [100] | [36.77137] |
| [31] | [.08421] | [66] | [1.42867] | [101] | [38.95131] |
| [32] | [.08421] | [67] | [1.56083] | [102] | [41.33540] |
| [33] | [.08671] | [68] | [1.70337] | [103] | [43.94625] |
| [34] | [.08838] | [69] | [1.85123] | [104] | [46.81288] |
| [35] | [.09088] | [70] | [2.03086] | [105] | [49.92533] |
| [36] | [.09588] | [71] | [2.23220] | [106] | [53.36259] |
| [37] | [.10006] | [72] | [2.49735] | [107] | [57.17347] |
| [38] | [.10756] | [73] | [2.77788] | [108] | [61.41905] |
| [39] | [.11424] | [74] | [3.07394] | [109] | [66.17321] |
| [40] | [.12175] | [75] | [3.39865] | [110] | [71.52939] |
| [41] | [.13176] | [76] | [3.75405] | [111] | [77.61672] |
| [42] | [.14428] | [77] | [4.16842] | [112] | [83.33333] |
| [43] | [.15847] | [78] | [4.65484] | [113] | [83.33333] |
| [44] | [.17517] | [79] | [5.21978] | [114] | [83.33333] |
| [45] | [.19437] | [80] | [5.83980] | [115] | [83.33333] |
| [46] | [.21275] | [81] | [6.55095] | [116] | [83.33333] |
| [47] | [.23280] | [82] | [7.29756] | [117] | [83.33333] |
| [48] | [.24450] | [83] | [8.10961] | [118] | [83.33333] |
| [49] | [.25787] | [84] | [9.01738] | [119] | [83.33333] |
| [50] | [.27709] | [85] | [10.04235] | [120] | [.00000] |
| [51] | [.29966] | [86] | [11.19223] | | |
| [52] | [.33060] | [87] | [12.46504] | | |

The Guaranteed Maximum Monthly Cost of Insurance Rates shown above are based on the 2001 Commissioner's Standard Ordinary Ultimate Mortality Table, [Male], [Non-Smoker], Age Nearest Birthday. Actual monthly cost of insurance rates will be determined by us based on our expectations as to our future experience. However, the actual cost of insurance rates will not be greater than those shown above, and the monthly flat extra, if any.

Basis of Computation for Minimum Cash Surrender Values

Mortality Table 2001 Commissioner's [Male] [Non-Smoker] Standard Ordinary Ultimate Mortality Tables, Age Nearest Birthday
Interest Rate 3.00% Annual Effective Rate

Insured

[JOHN DOE]

Specified Amount

[\$100,000.00]

Policy Number

[B500000000]

Effective Date of Coverage

[MAY 01, 2009]

Policy Data Page

Table of Surrender Charges

| Surrender Charge for policy year as measured from Effective Date of Coverage above | Surrender Charge |
|--|------------------|
| 1 | [\$2156.00] |
| 2 | [\$2134.00] |
| 3 | [\$2090.00] |
| 4 | [\$2068.00] |
| 5 | [\$2046.00] |
| 6 | [\$2002.00] |
| 7 | [\$1980.00] |
| 8 | [\$1936.00] |
| 9 | [\$1914.00] |
| 10 | [\$1870.00] |
| 11 | [\$1672.00] |
| 12 | [\$1496.00] |
| 13 | [\$1298.00] |
| 14 | [\$1122.00] |
| 15 | [\$924.00] |
| 16 | [\$748.00] |
| 17 | [\$550.00] |
| 18 | [\$374.00] |
| 19 | [\$176.00] |
| 20 | [\$.00] |

A policy year begins on the Monthly Anniversary Day in the calendar month of issue and ends on the day before the Monthly Anniversary Day in the next calendar year. Policy year one begins on the effective date of the above coverage.

For a complete surrender of the above [\$100,000.00], the appropriate Surrender Charge above will be deducted from the Accumulated Value based on its policy year from issue.

We will also deduct a Surrender Charge for a Specified Amount Decrease. A new Surrender Charge schedule page will be mailed to you for the remaining insurance.

Policy Data Page

Death Benefit Guarantee Value Expense Factors

Death Benefit Guarantee Value Percent of Premium Expense:

| Policy Year | Primary Fund Account Premium Expense | Secondary Fund Account Premium Expense |
|----------------|--------------------------------------|--|
| 1 | [35.00%] | [18.00%] |
| 2 | [35.00%] | [18.00%] |
| 3 | [35.00%] | [18.00%] |
| 4 | [35.00%] | [18.00%] |
| 5 | [35.00%] | [18.00%] |
| 6 | [35.00%] | [18.00%] |
| 7 | [35.00%] | [18.00%] |
| 8 | [35.00%] | [18.00%] |
| 9 | [35.00%] | [18.00%] |
| 10 | [35.00%] | [18.00%] |
| 11 | [13.00%] | [18.00%] |
| 12 | [13.00%] | [18.00%] |
| 13 | [13.00%] | [18.00%] |
| 14 | [13.00%] | [18.00%] |
| 15 | [13.00%] | [18.00%] |
| 16 | [13.00%] | [18.00%] |
| 17 | [13.00%] | [18.00%] |
| 18 | [13.00%] | [18.00%] |
| 19 | [13.00%] | [18.00%] |
| 20 | [13.00%] | [18.00%] |
| 21 | [13.00%] | [18.00%] |
| 22 | [13.00%] | [18.00%] |
| 23 | [13.00%] | [18.00%] |
| 24 | [13.00%] | [18.00%] |
| 25 and greater | [13.00%] | [18.00%] |

The Death Benefit Guarantee Value expense charges are zero starting at Attained Age 120.

Primary Fund Premium Cap = [798.06]

Death Benefit Guarantee Value Interest Crediting Rates (Per Annum):

Primary Fund Account: [6.75%]

Secondary Fund Account: [5.85%]

Death Benefit Guarantee Value Discount Rate: [1.005458130]

Policy Data Page

Table of Monthly Cost Factors per \$1,000 of Death Benefit Guarantee Value Net Amount At Risk

| Attained Age | Rate | Attained Age | Rate | Attained Age | Rate |
|--------------|-----------|--------------|------------|--------------|------------|
| [35] | [0.04856] | [64] | [1.28687] | [93] | [24.20727] |
| [36] | [0.05864] | [65] | [1.42820] | [94] | [26.30317] |
| [37] | [0.07056] | [66] | [1.57161] | [95] | [28.55945] |
| [38] | [0.08248] | [67] | [1.71711] | [96] | [30.67594] |
| [39] | [0.09256] | [68] | [1.87407] | [97] | [32.99013] |
| [40] | [0.10448] | [69] | [2.03692] | [98] | [35.52901] |
| [41] | [0.11549] | [70] | [2.23479] | [99] | [38.32223] |
| [42] | [0.12649] | [71] | [2.45662] | [100] | [41.41161] |
| [43] | [0.13934] | [72] | [2.74884] | [101] | [43.94374] |
| [44] | [0.15493] | [73] | [3.05810] | [102] | [46.72535] |
| [45] | [0.17512] | [74] | [3.38458] | [103] | [49.78695] |
| [46] | [0.19899] | [75] | [3.74279] | [104] | [53.16799] |
| [47] | [0.22561] | [76] | [4.13501] | [105] | [56.86325] |
| [48] | [0.25225] | [77] | [4.59250] | [106] | [60.97533] |
| [49] | [0.27705] | [78] | [5.12984] | [107] | [65.57517] |
| [50] | [0.30094] | [79] | [5.75428] | [108] | [70.75407] |
| [51] | [0.32760] | [80] | [6.44009] | [109] | [76.62725] |
| [52] | [0.35794] | [81] | [7.22732] | [110] | [83.33333] |
| [53] | [0.39381] | [82] | [8.05452] | [111] | [83.33333] |
| [54] | [0.43338] | [83] | [8.95508] | [112] | [83.33333] |
| [55] | [0.48033] | [84] | [9.96286] | [113] | [83.33333] |
| [56] | [0.53283] | [85] | [11.10210] | [114] | [83.33333] |
| [57] | [0.59090] | [86] | [12.38195] | [115] | [83.33333] |
| [58] | [0.65084] | [87] | [13.80082] | [116] | [83.33333] |
| [59] | [0.71360] | [88] | [15.34669] | [117] | [83.33333] |
| [60] | [0.82076] | [89] | [17.00708] | [118] | [83.33333] |
| [61] | [0.91323] | [90] | [18.77333] | [119] | [83.33333] |
| [62] | [1.02618] | [91] | [20.46711] | [120] | [0.00000] |
| [63] | [1.15319] | [92] | [22.26763] | | |

Policy Data Page

Your policy complies with section 7702 of the Internal Revenue Code under the [Guideline Premium/Cash Value Corridor Test]. It requires that the death benefit be greater than or equal to the product of the Accumulated Value and the Applicable Percentages from the following table.

| <u>Attained Age of Insured</u> | <u>Applicable Percentage</u> | <u>Attained Age of Insured</u> | <u>Applicable Percentage</u> |
|---|---|---|---|
| [0-40] | [250%] | [70] | [115%] |
| [41] | [243%] | [71] | [113%] |
| [42] | [236%] | [72] | [111%] |
| [43] | [229%] | [73] | [109%] |
| [44] | [222%] | [74] | [107%] |
| [45] | [215%] | [75] | [105%] |
| [46] | [209%] | [76] | [105%] |
| [47] | [203%] | [77] | [105%] |
| [48] | [197%] | [78] | [105%] |
| [49] | [191%] | [79] | [105%] |
| [50] | [185%] | [80] | [105%] |
| [51] | [178%] | [81] | [105%] |
| [52] | [171%] | [82] | [105%] |
| [53] | [164%] | [83] | [105%] |
| [54] | [157%] | [84] | [105%] |
| [55] | [150%] | [85] | [105%] |
| [56] | [146%] | [86] | [105%] |
| [57] | [142%] | [87] | [105%] |
| [58] | [138%] | [88] | [105%] |
| [59] | [134%] | [89] | [105%] |
| [60] | [130%] | [90] | [105%] |
| [61] | [128%] | [91] | [104%] |
| [62] | [126%] | [92] | [103%] |
| [63] | [124%] | [93] | [102%] |
| [64] | [122%] | [94] | [101%] |
| [65] | [120%] | [95] | [100%] |
| [66] | [119%] | [96] | [100%] |
| [67] | [118%] | [97] | [100%] |
| [68] | [117%] | [98] | [100%] |
| [69] | [116%] | [99] | [100%] |
| | | [100+] | [100%] |

Policy Data Page

Tables For Settlement Options

Option 1 - Life Income with Payments Guaranteed
Monthly Installments for each \$1,000 of Proceeds
REFER TO NEXT PAGE

Option 2 -Joint & Survivor Life Income
Monthly Installments for each \$1,000 of Proceeds

| M/F | 50 | 55 | 60 | 65 | 70 | 75 | 80 | 85 | 90 | 95 | 100 |
|-----|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|
| 50 | \$2.86 | \$2.96 | \$3.04 | \$3.11 | \$3.17 | \$3.21 | \$3.24 | \$3.26 | \$3.28 | \$3.29 | \$3.29 |
| 55 | \$2.92 | \$3.04 | \$3.15 | \$3.26 | \$3.35 | \$3.43 | \$3.48 | \$3.52 | \$3.55 | \$3.56 | \$3.57 |
| 60 | \$2.96 | \$3.11 | \$3.26 | \$3.41 | \$3.55 | \$3.67 | \$3.77 | \$3.84 | \$3.88 | \$3.91 | \$3.93 |
| 65 | \$3.00 | \$3.17 | \$3.35 | \$3.55 | \$3.75 | \$3.94 | \$4.10 | \$4.22 | \$4.31 | \$4.37 | \$4.40 |
| 70 | \$3.02 | \$3.21 | \$3.43 | \$3.67 | \$3.94 | \$4.21 | \$4.47 | \$4.68 | \$4.85 | \$4.96 | \$5.03 |
| 75 | \$3.04 | \$3.24 | \$3.48 | \$3.77 | \$4.10 | \$4.47 | \$4.85 | \$5.20 | \$5.50 | \$5.72 | \$5.86 |
| 80 | \$3.05 | \$3.26 | \$3.52 | \$3.84 | \$4.22 | \$4.68 | \$5.20 | \$5.73 | \$6.22 | \$6.63 | \$6.92 |
| 85 | \$3.06 | \$3.28 | \$3.55 | \$3.88 | \$4.31 | \$4.85 | \$5.50 | \$6.22 | \$6.98 | \$7.67 | \$8.22 |
| 90 | \$3.07 | \$3.29 | \$3.56 | \$3.91 | \$4.37 | \$4.96 | \$5.72 | \$6.63 | \$7.67 | \$8.73 | \$9.68 |
| 95 | \$3.07 | \$3.29 | \$3.57 | \$3.93 | \$4.40 | \$5.03 | \$5.86 | \$6.92 | \$8.22 | \$9.68 | \$11.16 |
| 100 | \$3.07 | \$3.30 | \$3.58 | \$3.94 | \$4.42 | \$5.07 | \$5.96 | \$7.12 | \$8.62 | \$10.46 | \$12.49 |

Policy Data Page

Tables For Settlement Options

Option 1 - Life Income with Payments Guaranteed
Monthly Installments for each \$1,000 of Proceeds

| Age of Payee Last Birthday | | Guaranteed Period Years | | | Age of Payee Last Birthday | | Guaranteed Period Years | | | Age of Payee Last Birthday | | Guaranteed Period Years | | |
|-------------------------------|---------------|----------------------------|--------|--------|-------------------------------|--------|----------------------------|--------|--------|-------------------------------|---------------|----------------------------|--------|--------|
| Male | Female | 10 | 15 | 20 | Male | Female | 10 | 15 | 20 | Male | Female | 10 | 15 | 20 |
| 5 & Under | 10 & Under | \$2.33 | \$2.33 | \$2.32 | 35 | 40 | \$2.75 | \$2.75 | \$2.75 | 65 | 70 | \$4.37 | \$4.27 | \$4.12 |
| 6 | 11 | \$2.33 | \$2.33 | \$2.33 | 36 | 41 | \$2.78 | \$2.78 | \$2.77 | 66 | 71 | \$4.48 | \$4.36 | \$4.19 |
| 7 | 12 | \$2.34 | \$2.34 | \$2.34 | 37 | 42 | \$2.81 | \$2.80 | \$2.80 | 67 | 72 | \$4.59 | \$4.45 | \$4.26 |
| 8 | 13 | \$2.35 | \$2.35 | \$2.35 | 38 | 43 | \$2.83 | \$2.83 | \$2.82 | 68 | 73 | \$4.71 | \$4.55 | \$4.33 |
| 9 | 14 | \$2.36 | \$2.36 | \$2.36 | 39 | 44 | \$2.86 | \$2.86 | \$2.85 | 69 | 74 | \$4.83 | \$4.65 | \$4.40 |
| 10 | 15 | \$2.37 | \$2.37 | \$2.37 | 40 | 45 | \$2.89 | \$2.89 | \$2.88 | 70 | 75 | \$4.96 | \$4.75 | \$4.47 |
| 11 | 16 | \$2.38 | \$2.38 | \$2.38 | 41 | 46 | \$2.92 | \$2.92 | \$2.91 | 71 | 76 | \$5.10 | \$4.86 | \$4.54 |
| 12 | 17 | \$2.39 | \$2.39 | \$2.39 | 42 | 47 | \$2.96 | \$2.95 | \$2.94 | 72 | 77 | \$5.24 | \$4.97 | \$4.61 |
| 13 | 18 | \$2.40 | \$2.40 | \$2.40 | 43 | 48 | \$2.99 | \$2.99 | \$2.97 | 73 | 78 | \$5.39 | \$5.07 | \$4.68 |
| 14 | 19 | \$2.41 | \$2.41 | \$2.41 | 44 | 49 | \$3.03 | \$3.02 | \$3.01 | 74 | 79 | \$5.55 | \$5.18 | \$4.75 |
| 15 | 20 | \$2.42 | \$2.42 | \$2.42 | 45 | 50 | \$3.07 | \$3.06 | \$3.04 | 75 | 80 | \$5.71 | \$5.29 | \$4.81 |
| 16 | 21 | \$2.43 | \$2.43 | \$2.43 | 46 | 51 | \$3.11 | \$3.10 | \$3.08 | 76 | 81 | \$5.87 | \$5.40 | \$4.87 |
| 17 | 22 | \$2.44 | \$2.44 | \$2.44 | 47 | 52 | \$3.15 | \$3.14 | \$3.12 | 77 | 82 | \$6.05 | \$5.51 | \$4.92 |
| 18 | 23 | \$2.46 | \$2.45 | \$2.45 | 48 | 53 | \$3.19 | \$3.18 | \$3.16 | 78 | 83 | \$6.22 | \$5.61 | \$4.97 |
| 19 | 24 | \$2.47 | \$2.47 | \$2.46 | 49 | 54 | \$3.24 | \$3.22 | \$3.20 | 79 | 84 | \$6.40 | \$5.72 | \$5.02 |
| 20 | 25 | \$2.48 | \$2.48 | \$2.48 | 50 | 55 | \$3.29 | \$3.27 | \$3.25 | 80 | 85 | \$6.58 | \$5.82 | \$5.06 |
| 21 | 26 | \$2.49 | \$2.49 | \$2.49 | 51 | 56 | \$3.34 | \$3.32 | \$3.29 | 81 | 86 | \$6.77 | \$5.91 | \$5.10 |
| 22 | 27 | \$2.51 | \$2.51 | \$2.50 | 52 | 57 | \$3.39 | \$3.37 | \$3.34 | 82 | 87 | \$6.96 | \$6.00 | \$5.13 |
| 23 | 28 | \$2.52 | \$2.52 | \$2.52 | 53 | 58 | \$3.45 | \$3.42 | \$3.39 | 83 | 88 | \$7.14 | \$6.09 | \$5.16 |
| 24 | 29 | \$2.54 | \$2.54 | \$2.53 | 54 | 59 | \$3.50 | \$3.48 | \$3.44 | 84 | 89 | \$7.33 | \$6.16 | \$5.18 |
| 25 | 30 | \$2.55 | \$2.55 | \$2.55 | 55 | 60 | \$3.56 | \$3.53 | \$3.49 | 85 | 90 | \$7.51 | \$6.24 | \$5.21 |
| 26 | 31 | \$2.57 | \$2.57 | \$2.57 | 56 | 61 | \$3.63 | \$3.59 | \$3.54 | 86 | 91 | \$7.69 | \$6.30 | \$5.22 |
| 27 | 32 | \$2.59 | \$2.59 | \$2.58 | 57 | 62 | \$3.69 | \$3.66 | \$3.60 | 87 | 92 | \$7.87 | \$6.36 | \$5.24 |
| 28 | 33 | \$2.61 | \$2.60 | \$2.60 | 58 | 63 | \$3.76 | \$3.72 | \$3.66 | 88 | 93 | \$8.03 | \$6.41 | \$5.25 |
| 29 | 34 | \$2.62 | \$2.62 | \$2.62 | 59 | 64 | \$3.84 | \$3.79 | \$3.72 | 89 | 94 | \$8.19 | \$6.46 | \$5.26 |
| 30 | 35 | \$2.64 | \$2.64 | \$2.64 | 60 | 65 | \$3.91 | \$3.86 | \$3.78 | 90 | 95 | \$8.34 | \$6.50 | \$5.26 |
| 31 | 36 | \$2.66 | \$2.66 | \$2.66 | 61 | 66 | \$3.99 | \$3.93 | \$3.84 | 91 | 96 | \$8.48 | \$6.53 | \$5.27 |
| 32 | 37 | \$2.68 | \$2.68 | \$2.68 | 62 | 67 | \$4.08 | \$4.01 | \$3.91 | 92 | 97 | \$8.61 | \$6.56 | \$5.27 |
| 33 | 38 | \$2.71 | \$2.70 | \$2.70 | 63 | 68 | \$4.17 | \$4.09 | \$3.98 | 93 | 98 | \$8.73 | \$6.58 | \$5.27 |
| 34 | 39 | \$2.73 | \$2.73 | \$2.72 | 64 | 69 | \$4.27 | \$4.18 | \$4.05 | 94 | 99 | \$8.84 | \$6.60 | \$5.27 |
| | | | | | | | | | | 95 & Over | 100 & Over | \$8.94 | \$6.61 | \$5.27 |

If the income payable for a specific guaranteed period is equal to that for other guarantee periods the longer period will be deemed to have been elected.

SERFF Tracking Number: NWFA-126171078 State: Arkansas
 Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 42592
 Company Tracking Number: NWLA-444-M2
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: 2001 CSO No Lapse Guarantee ULtimate
 Project Name/Number: /

Supporting Document Schedules

Item Status: **Status**
Date:

Satisfied - Item: Flesch Certification
Comments:
Attachments:
 AR Cert for Reg 19, 49 and flesch .pdf
 AR CERT Reg 34.pdf
 Life 3940-B.pdf
 LHO 396-F.pdf

Item Status: **Status**
Date:

Satisfied - Item: Application
Comments:
 Previously approved applications that will be used in conjunction with this policy.

LAA-0107M1, Application for Life Insurance Approved 08-12-08
 LAA-0109M1, Application for Life Insurance Approved 10-31-08
 LAA-0101AR, Short Form Application for Life Insurance Part I Approved 02-19-04
 LAA-0102AR, Short Form Application for Life Insurance Part II Approved 02-19-04

Item Status: **Status**
Date:

Bypassed - Item: Health - Actuarial Justification
Bypass Reason: N/A This is an individual life insurance policy filing not health.
Comments:

Item Status: **Status**
Date:

Bypassed - Item: Outline of Coverage
Bypass Reason: N/A This is an individual life insurance policy filing not health.
Comments:

SERFF Tracking Number: NWFA-126171078 State: Arkansas
Filing Company: Nationwide Life and Annuity Insurance Company State Tracking Number: 42592
Company Tracking Number: NWLA-444-M2
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: 2001 CSO No Lapse Guarantee ULtimate
Project Name/Number: /

Item Status:

**Status
Date:**

Satisfied - Item: Actuarial Memorandum

Comments:

Attachment:

NWLA-444-M2 Actuarial Memo 2009.05.28.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Statement of Variability

Comments:

Attachment:

SOV_NWLA-444-M2_051109.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Product Illustration Certification

Comments:

Attachment:

NWLA-444-M2 Prod Illus Cert.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Amendatory Endorsement NWLA-11-B

Comments:

Attachment:

NWLA-11-B.pdf



ARKANSAS

Certificate of Compliance

Insurer Nationwide Life and Annuity Insurance Company

Form Numbers: NWLA-444-M2, Individual Flexible Premium Adjustable Universal Life Insurance Policy.

I have reviewed or supervised the review of the above forms. To the best of my knowledge and belief, they are in compliance with the rules and requirements of Regulation 19 and 49 of the Arkansas Statute, ACA 23-80-206, ACA 23-79-138, and Bulletin 11-88.

You have our assurance that any maximum cost of insurance changes and/or any minimum accumulation rates will be re-filed with the department

These forms also meet the Flesch readability requirements as explained in Title 23-80-206 of the Arkansas Insurance Code.

A handwritten signature in black ink, appearing to read "John H. Crow".

John H. Crow, ChFC, CLU, FLMI
Associate Vice President
NF Compliance
Date: 06-03-2009

NATIONWIDE LIFE and ANNUITY INSURANCE COMPANY

Home Office: One Nationwide Plaza • Columbus, Ohio 43215-2220

NATIONWIDE LIFE and ANNUITY INSURANCE COMPANY
HOME OFFICE: ONE NATIONWIDE PLAZA•COLUMBUS, OH 43215-2220



ARKANSAS

Certificate of Compliance

Insurer Nationwide Life and Annuity Insurance Company

Form Numbers: NWLA-444-M2

I have reviewed or supervised the review of the above form(s). To the best of my knowledge and belief, the form(s) is in compliance with the rules and requirements of Regulation 34.

A handwritten signature in black ink, appearing to read "John H. Crow".

John H. Crow, ChFC, CLU, FLMI
Associate Vice President
NF Compliance
Date: 06-03-2009

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.



IMPORTANT INFORMATION FOR POLICYOWNERS

If you need to contact someone about this policy for any reason, please contact your Nationwide Representative. If you have additional questions or need assistance you may contact Nationwide's Life Operations Service Center. The addresses and telephone numbers are below:

Your Nationwide Representative's name, address, and telephone number is shown on the Statement of Policy Cost and Benefit Information enclosed with your new policy.

You may write or call:

Nationwide Life Insurance Company
Nationwide Life and Annuity Insurance Company
Life Operations
P.O. Box 182835
Columbus, Ohio 43218-2835

Please call toll free between the hours of 8:00 a.m. and 8:00 p.m. Eastern Time
1 - (800) - 848 - 6331

1 - (800) - 238 - 3035 (TDD)
Telecommunication Device for the Deaf

You may also contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third
Little Rock, Arkansas 72201-1904
1 - (800) - 852-5494

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your Nationwide Representative, Nationwide Life Operations, or the Bureau of Insurance, please have your policy number available.

NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY

**ACTUARIAL DESCRIPTION OF
INDIVIDUAL FLEXIBLE PREMIUM ADJUSTABLE UNIVERSAL LIFE INSURANCE POLICY
POLICY FORM NWLA-444-M2**

I. Description of Policy Characteristics

This is an individual flexible premium adjustable universal life insurance policy. It provides a death benefit on the Insured and an Accumulated Value that varies according to the timing and amount of premium payments, interest credited, and monthly charges taken.

A. Death Benefits

This policy provides a death benefit on the Insured. The Owner chooses an initial Specified Amount, the percentage of Supplemental Coverage (if any), and one of two death benefit options, as shown below. The death benefit is determined according to the option in effect when the Death Proceeds becomes payable. The selected death benefit option is shown on the Policy Data Page. The minimum Specified Amount is shown on the Policy Data Page.

Option 1:

The death benefit payable upon the Insured's death prior to the Maturity Date is equal to the greater of:

1. the Specified Amount on the date the Death Proceeds become payable; or
2. the Accumulated Value on the date the Death Proceeds become payable times an applicable percentage.

Option 2:

The death benefit payable upon the Insured's death prior to the Maturity Date is equal to the greater of:

1. the Specified Amount on the date the Death Proceeds become payable; or
2. the Specified Amount plus the Accumulated Value on the date the Death Proceeds become payable;
or
3. the Accumulated Value on the date the Death Proceeds become payable times an applicable percentage.

To qualify the policy as a life insurance contract for federal income tax purposes, the Owner must elect one of two tests at time of application, defined under Section 7702 of the Internal Revenue Code:

1. the Guideline Premium/Cash Value Corridor Test or
2. the Cash Value Accumulation Test.

Once elected, the test for the policy may not be changed and the policy must comply with such test while it is in force.

The above "applicable percentage" is determined by the Company in order to maintain the policy as a life insurance contract. It is a function of the Insured's Attained Age. It may also be a function of the Insured's sex (Male, Female), rate class multiple, and rate type (Tobacco, Non-Tobacco). The applicable percentages are shown on the Policy Data Page. The use of the applicable percentage does not constitute a Specified Amount increase and will not result in an increase of Surrender Charges.

The Specified Amount consists of Base and Supplemental Coverage. The Supplemental Coverage is permitted to be 0% or any whole percent between and including 10% to 50% of the total Specified Amount.

Supplemental Coverage differs from Base Coverage as follows:

1. It is non-commissionable.

2. It terminates on the original Maturity Date and is not eligible for the Policy Maturity Extension Provision.

Choosing Supplemental Coverage increases the Percent of Premium Expense Charge for the entire Specified Amount. However, it lowers the Minimum Monthly Premium, the Primary Fund Account Percent of Premium expense charges, and the Secondary Fund Account Percent of Premium expense charges.

The actual amount of money payable to the Beneficiary if the Insured dies while the policy is in force is called the Death Proceeds. The Death Proceeds equals:

1. the death benefit provided by the policy; plus
2. any insurance provided by rider; minus
3. any Indebtedness; minus
4. any due and unpaid monthly deductions and charges.

B. Accumulated Value

The Accumulated Value is calculated according to a retrospective formula. It is a monthly retrospective accumulation at interest of a predetermined percentage of any gross premium paid (net premiums), less monthly administration and policy expense charges, less monthly rider charges, less partial surrenders and less the monthly cost of insurance based on the Net Amount at Risk.

Interest is credited daily. We may credit more than what is guaranteed in the contract. The percent of premium expense charge, monthly per policy expense charge, and the monthly per \$1000 of specified amount expense charge are indeterminate in nature. We will never charge more than what is guaranteed and shown in the Policy Data Pages.

C. Cash Surrender Value and Net Surrender Value

The Cash Surrender Value is equal to the Accumulated Value less a Surrender Charge. Surrender Charges are an amount per thousand of initial Specified Amount that varies by issue age, sex (Male, Female), rate class (Standard, Preferred, Preferred Plus, Select Preferred, Select Preferred Plus), rate type (Tobacco, Non-Tobacco), and duration or policy year from issue. A Specified Amount increase will result in new Surrender Charges associated with the increase. A Specified Amount increase due to a change in death benefit option does not affect the Surrender Charges.

Section III below will show that the Cash Surrender Value will always exceed the minimum non-forfeiture amount defined by the NAIC Universal Life Insurance Model Regulation.

The Net Surrender Value is equal to the Cash Surrender Value less any outstanding Indebtedness.

D. Continuation of Benefits (Paid-up Nonforfeiture Benefits)

If the Owner ceases paying premiums, the policy will be treated as paid-up extended term insurance. Its basis of values will be the same as that used while on a premium paying status. The extended term period will run for as long as the Net Surrender Value will purchase insurance protection or until the Maturity Date if the policyowner requests that the Maturity Date not be automatically extended.

E. Maturity Date and Maturity Proceeds

The Maturity Date of this policy is the policy anniversary on which the Insured reaches Attained Age 120. The Policy Maturity Date Extension provision provides if the Insured is alive and the Policy is in force on the Maturity Date, the Maturity Date will automatically be extended until the Insured's death unless the policyowner specifies otherwise.

The Maturity Proceeds are payable if the policy is in force on the Maturity Date and if the policyowner requests that the Maturity Date not be automatically extended. The Maturity Proceeds are equal to the Net Surrender Value on the Maturity Date.

When the Maturity Date is extended, the following apply:

1. Additional Premium is not accepted and Specified Amount increases, decreases, death benefit option changes, or partial Surrenders are not permitted;
2. Policy loans and loan repayments are permitted;
3. No further monthly deductions are taken;
4. Interest continues to be credited to the Accumulated Value, if any;
5. Loan interest continues to be charged to and credited on any Indebtedness; and
6. If the Policy lapses after the Maturity Date has been extended, it may not be reinstated.

F. Flexibility

At issue, the Owner selects a planned premium amount, a planned premium frequency, one of two death benefit options, and a Specified Amount (subject to our minimum issue amount requirements). A continuation of the original combination of premium and benefit coverage will result in a coverage period that could range from a short term to a coverage period extending to the Maturity Date, depending upon the relationship of the selected values.

At any time after the first policy year, while the policy is in force, the Owner may change the Specified Amount and/or death benefit option, subject to limits. For example, decreases may not lower the Specified Amount below an established minimum amount; increases are not permitted if the insured's attained age is greater than the maximum issue age under this policy. Evidence of insurability is required for any Specified Amount increases and/or any premium paid that will increase the Net Amount at Risk. A Surrender Charge is imposed on any Specified Amount decreases, except those as a result of a death benefit option change or a partial surrender of a segment of coverage.

The policy provides for flexible premium payments. An initial premium is payable upon delivery of the policy. Subsequent premiums may be paid at any time subject to specified limits. Total premium limitations are imposed to insure the policy still qualifies as a contract of life insurance under section 7702 of the Internal Revenue Code.

G. No Lapse Provisions

Under the Minimum Monthly Premium Provision, this policy provides for a minimum premium no-lapse provision for a time period called the Initial Minimum Monthly Premium Period. This period varies by original issue age as follows:

| Original Issue Age | Initial Minimum Monthly Premium Period in Years |
|---------------------------|--|
| Less than or equal to 59 | 15 |
| 60-69 | 10 |
| 70-79 | 5 |
| 80-85 | 3 |

The Company may change the minimum premium and the number of years that this no-lapse provision applies for future issues. The length of the no-lapse provisions will be on a uniform basis for all policies in a given rate class (Standard, Preferred, Preferred Plus, Select Preferred, Select Preferred Plus), rate type (Tobacco, Non-Tobacco), and issue age.

After the Initial Minimum Monthly Premium Period, the Death Benefit Guarantee Value Provision provides that the policy will not lapse due to insufficient Net Surrender Value if the Death Benefit Guarantee Value, less Indebtedness, is positive. The Death Benefit Guarantee Value is defined as the sum of the Primary Fund Account and the Secondary Fund Account.

The Primary Fund Account value is the Accumulated Value that would have resulted from actual premiums paid up through the Primary Fund Premium Cap, the Primary Fund Account interest credited rate, the Primary Fund Account Percent of Premium expense charges, the Monthly Cost Factors per \$1000 of Death Benefit Guarantee Value Net Amount At Risk, and guaranteed rider charges. These assumptions are guaranteed for the life of the policy; however they are subject to change quarterly for new policies issued on or after certain dates in the future.

The Secondary Fund Account value is the Accumulated Value that would have resulted from actual premiums paid which are above the Primary Fund Premium Cap, the Secondary Fund Account interest credited rate, the Secondary Fund Account Percent of Premium expense charges, the Monthly Cost Factors per \$1000 of Death Benefit Guarantee Value Net Amount At Risk, and guaranteed rider charges. These assumptions are guaranteed for the life of the policy; however they are subject to change quarterly for new policies issued on or after certain dates in the future.

The actual premium paid into the two funds is determined by the Primary Fund Premium Cap which is displayed on the Policy Data Pages. For each policy year, any premiums paid up through the Primary Fund Premium Cap are deposited into the Primary Fund Account. Any premiums paid that are above the Primary Fund Premium Cap are deposited in the Secondary Fund Account. Net Premiums are allocated and then applied retroactive to the preceding Monthly Anniversary Day in which the premium was received. Net Premiums are credited with interest from the beginning of the preceding Monthly Anniversary Day in which they were received.

New partial surrenders and loans are first deducted from the Secondary Fund Account until it reaches zero. Once the Secondary Fund Account reaches zero partial surrenders and loans are deducted from the Primary Fund Account.

The Monthly Cost Factors per \$1000 of Death Benefit Guarantee Value Net Amount at Risk charges are pro-rated between the Primary Fund Account and the Secondary Fund Account according to their respective values.

H. Underwriting Classes

Policies can be issued as Standard Non-Tobacco, Preferred Non-Tobacco, Preferred Plus Non-Tobacco, Standard Tobacco, or Preferred Tobacco. Policies issued with the Death Benefit Guarantee Value Enhancement Endorsement can be issued as Standard Non-Tobacco, Select Preferred Non-Tobacco, Select Preferred Plus Non-Tobacco, Standard Tobacco, or Preferred Tobacco

| Class: | Standard Non-Tobacco | Preferred Non-Tobacco | Select Preferred Non-Tobacco | Preferred Plus Non-Tobacco | Select Preferred Plus Non-Tobacco | Standard Tobacco | Preferred Tobacco |
|-------------|----------------------|-----------------------|------------------------------|----------------------------|-----------------------------------|------------------|-------------------|
| Issue Ages: | 18-85 | 18-80 | 18-80 | 18-80 | 18-80 | 18-85 | 18-80 |

Table ratings and flat extra amounts are available for Insureds who do not qualify for one of the above underwriting classes. Table ratings and flat extra amounts are not allowed on any of the preferred or select preferred underwriting classes.

II. Basis of Values

The same basis of values is used regardless of whether or not premiums are currently being paid on the policy.

A. Interest Rate

The guaranteed minimum interest rate for daily interest credited to the Accumulated Value is an effective 3% per annum. The Company may credit interest to the Accumulated Value at a rate higher than this minimum. The credited interest rate on the portion of the Accumulated Value equal to the policy Indebtedness is equal to the guaranteed minimum interest rate. The guaranteed, fixed policy loan interest rate charged is 5%.

Because of the retrospective approach used for the calculation of the Accumulated Value, the use of an increased rate of interest will produce increased Accumulated Values. Therefore, such use is not in conflict with the maximum interest rate defined by the Standard Nonforfeiture Law.

B. Cost of Insurance

The Guaranteed Maximum Monthly Cost of Insurance Rates Per \$1,000 of Net Amount At Risk that are used in the calculation of Accumulated Value are shown on the Policy Data Page. They are based on the 2001 Commissioners Standard Ordinary (CSO) Ultimate Mortality Table, age nearest birthday, sex-distinct and smoker-distinct. The Guaranteed Maximum Monthly Cost of Insurance Rates per \$1,000 of Net Amount At Risk are shown in Exhibit B of this memorandum.

Appropriate actuarial adjustments will be made to the Guaranteed Maximum Monthly Cost of Insurance Rates Per \$1,000 of Net Amount At Risk for Insureds with a rate class multiple greater than 1.00 and/or a flat extra(s).

The Guaranteed Maximum Monthly Cost of Insurance Rates Per \$1,000 of Net Amount At Risk will never be greater than \$83.33 per \$1,000 of Net Amount at Risk. The Company may use modified cost of insurance rates that produce a lower cost of insurance, thus producing higher Accumulated Values and greater future benefits than those generated by the guaranteed maximum cost of insurance rates.

The cost of insurance charge is deducted from the Accumulated Value each month on the policy's Monthly Anniversary Day. The monthly cost of insurance rate will be determined at the beginning of each policy year and will be guaranteed through the end of that policy year.

C. Expense Charges

Expense charges will be deducted from the Accumulated Value on each Monthly Anniversary Day. The Company may use expense charges lower than the following guaranteed maximums. This will produce lower expense charges and higher Accumulated Values than those generated by the guaranteed expense charges.

- Guaranteed Maximum Percent of Premium Expense Charge
The maximum percent of premium expense charge in all policy years is 50% of each gross premium paid when 0% Supplemental Coverage is chosen. The maximum percent of premium expense charge in all policy years is 52.5% of each gross premium paid when 50% supplemental coverage is chosen.
- Guaranteed Maximum Monthly Per Policy Expense Charge
The maximum monthly per policy expense charge is \$20.00 per month in all policy years.
- Guaranteed Maximum Monthly Per \$1,000 of Specified Amount Expense Charge
A maximum monthly per \$1,000 of Specified Amount expense charge will be assessed for the base policy and each subsequent Specified Amount increase. This monthly expense charge varies by issue age of the insurance segment (base and each Specified Amount increase). The guaranteed maximum expense charges are shown in the table below.

| Issue Age | Guaranteed Maximum Monthly Per \$1,000 of Specified Amount Expense Charge |
|------------------|--|
| 18 – 32 | 0.65 |
| 33 – 37 | 0.94 |
| 38 – 67 | 1.10 |
| 68 – 72 | 1.20 |
| 73 – 85 | 2.20 |

A \$25 transaction fee will be charged to process any partial surrender.

D. Surrender Charges

The policy provides for a surrender charge which is deducted from the Accumulated Value to determine the Cash Surrender Value. The surrender charge is expressed per \$1,000 of Specified Amount and varies by issue age, duration, sex (Male, Female), and rate type (Tobacco, Non-Tobacco) of the policy.

Surrender charges are shown on the Policy Data Page. The surrender charge grades down to zero over the lesser of 20 years and the years remaining until the Insured's Attained Age 100 for the initial Specified Amount and each subsequent Specified Amount increase, separately. The surrender charge is level during each policy year. To ensure compliance with all state legislative and regulatory variations, the unamortized portion of the unused initial SNFL expense allowance is tested at the end of any policy year "t".

The surrender charge is imposed if a policy lapses. A Surrender Charge will apply on a complete Surrender of a segment of coverage and on a Specified Amount decrease. A Specified Amount decrease may decrease some or all the initial Specified Amount and increases as shown on the Policy Data Page. Surrender charges will not be deducted for Specified Amount decreases caused by partial surrenders or Death Benefit Option changes. The surrender charge for a Specified Amount decrease is deducted from the Accumulated Value on the effective date of the decrease.

Tables of surrender charges for male/female, non-tobacco/tobacco are shown in Exhibit A of this memorandum.

E. Redetermination of Current Assumptions

Our current monthly cost of insurance rates, declared current rate, and expense charges are based on our current experience and include but are not limited to factors such as; future mortality, persistency, interest, taxes and expenses. Any changes in these assumptions will be made on a uniform basis for all Insured's of the same issue age, sex (Male, Female), rate class (Standard, Preferred, Preferred Plus, Select Preferred, Select Preferred Plus), rate type (Tobacco, Non-Tobacco), rate class multiple, and any monthly flat extra, whose contracts have been in force the same length of time. The Company will not distribute past gains or recover past losses by means of changes in the cost of insurance rates, interest rates or expense charges. This policy is non-participating. The assumptions used to determine the current rates are reasonable, self-supporting, and do not discriminate unfairly between new issues and in force policies.

III. Demonstration of Compliance with the Standard Nonforfeiture Law (SNFL)

Minimum Cash Surrender Values are determined using the formula of Section 6A (Nonforfeiture) of the NAIC Universal Life Insurance Model Regulation (the Model). It is the retrospective equivalent of the formula described in the Standard Nonforfeiture Law (SNFL), as amended in 1980. Under 6A of the Model,

The minimum Cash Surrender Value (before adjustment for Indebtedness and dividend credits) available on a date as of which interest is credited to the policy shall be equal to the accumulation to that date of the premiums paid minus the accumulations to that date of

- (i) The benefit charges which include:
 - a charge for the expected cost of insurance for the policy; and
 - any charges for substandard rating, including rate class multiples and flat extras; and
 - any charges for any benefits provided by rider, including term insurance benefits and supplemental non-life insurance benefit, like waiver, for which premiums are not paid separately.
- (ii) The benefit charges are not substantially level by duration for this policy.
- (ii) The averaged administrative charges for the first policy year and any insurance-increase years are the arithmetic average of expense charges the policy states will be imposed in years two through twenty. For this policy form this category includes a Percent of Premium Expense Charge, a Monthly Per Policy Expense Charge and a Monthly Per \$1,000 of Specified Amount Expense Charge for the first 20 years.
- (iii) Actual administrative charges for other years,
- (iv) Initial and additional acquisition expense charges not exceeding the initial or additional expense allowances respectively. Initial and additional acquisition expense charges not exceeding the initial or additional expense allowances are the excess of charges actually made in the first year over the average administrative expense charges for that year. Since

all charges are level in the first 20 years, the actual charge in year 1 is equal to the average charge in years 2-20.

- (v) Any service charges actually made excluding charges for cash surrendered or election of paid-up nonforfeiture benefit
 - o a charge for up to \$25 for any partial surrenders
- (vi) Any deductions made for partial withdrawals which includes any amount of partial surrenders;

[all accumulations being at the actual rate or rates of interest at which interest rate credits have been made unconditionally to the policy (or have been made conditionally, but for which the conditions have since been met)] and
- (viii) Minus unamortized unused initial and additional expense allowances.

Premiums paid plus interest minus charges listed in items (i) through (vi) is the Accumulated Value as defined in the policy.

Define the following:

- IEA_x is the maximum initial expense allowance per 1,000 of Specified Amount under the 1980 Standard Nonforfeiture Law with the additional constraint that it satisfies all legislative and regulatory variations adopted by all NAIC members. Formula-wise,

$$IEA_x = \text{Minimum of } [10 + 1.25 * \text{Minimum} (NNLP_x, 40)] \text{ and } [10 + \text{Minimum} (1.25 * NNLP_x, 40)],$$

where $NNLP_x$ is the nonforfeiture net level premium per 1,000 of Specified Amount as defined in the 1980 Standard Nonforfeiture Law calculated using guaranteed interest and the mortality underlying the guaranteed cost of insurance rates, described above. $NNLP_x$ assumes fixed, level premiums paid annually until the highest Attained Age at which a premium may be made under the flexible premium adjustable life insurance policy and endowing on the latest maturity age permitted under the policy.

- $IAEC_x$ is the Initial Acquisition Expense Charges, as described in (iv) above. Since all charges are level in the first 20 years, the actual charge in year 1 is equal to the average charge in years 2-20. Therefore, $IAEC_x$ is 0.

- $UIEA_x$ is the unused initial expense allowance for a policy issued at age x .

$$UIEA_x = IEA_x - IAEC_x = IEA_x \text{ since } IAEC_x = 0.$$

- $\text{Amort Factor}_{x+t}$ is the amortization factor multiplied by $UIEA_x$ to obtain the unamortized, unused initial expense allowance. $\text{Amort Factor}_{x+t}$ is $(\ddot{a}_{x+t} / \ddot{a}_x)$ where

\ddot{a}_{x+t} = present value of an annuity of one per year payable on policy anniversaries beginning at age $x+t$ continuing until the highest age at which a premium may be paid under the policy, based on the mortality basis and interest basis guaranteed in the policy.

- $SC_{x,0}$ is the initial surrender charge for the policy.
- $PC_{x,t}$ is the factor applied to $SC_{x,0}$ to determine the surrender charge for policy year t , ($1 \leq t \leq 19$).

So the Cash Surrender Value in this policy will meet the minimum requirements of the law provided that

$$SC_{x,0} * PC_{x,t} \leq UIEA_x * \text{Amort Factor}_{x+t}.$$

This is always true if

$$1) \quad SC_{x,0} \leq UIEA_x \text{ for all } x$$

and

2) $PC_{x,t} \leq \text{Amort Factor}_{x+t}$ for all policy years t ($1 \leq t \leq 19$).

Exhibit A shows that $SC_{x,0} \leq UIEA_x$ is true for all cases. Therefore, condition 1) holds.

As this policy's Surrender Charge is level within a policy year, compliance must be met with annuities beginning at the end of that year. So,

$PC_{x,t} \leq \text{Amort Factor}_{x+t+1}$ for $1 \leq t \leq 19$

$PC_{x,t}$ was set to less than or equal to the Amort Factor_{x+t+1} and is detailed in Exhibit A.

Therefore, the Cash Surrender Value for these policies are greater than or equal (at all durations) to the minimum values required by the Universal Life Model Regulation, and thus, the Standard Non-forfeiture Law, as well as all state legislative and regulatory variations.

For subsequent Specified Amount increases, the Universal Life Model Regulation provides an additional expense allowance calculated in a consistent manner. This policy's first year surrender charge for Specified Amount increases is 100% of those at issue. Therefore, they are well within the maximums permitted.

V. Valuation Basis of Statutory Reserves

Statutory reserves at each duration for this policy will be at least equal to the greater of:

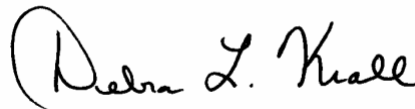
1. the Cash Surrender Value and
2. the minimum valuation standard reserves produced by the Commissioners' Reserve Valuation Method (CRVM) under the NAIC Universal Life Insurance Model Regulation and
3. the Secondary Death Benefit Guarantee Reserves as defined in the Valuation of Life Insurance Policies Model Regulation, Regulation 830, also known as XXX, and as further interpreted by Actuarial Guideline 38, also known as XXXX.

The valuation interest rate under this policy will be set to the maximum allowed by law which is currently 4.00%.

The mortality table used in CRVM is the 2001 Commissioners Standard Ordinary (CSO) Mortality Table, age nearest birthday, sex-distinct and smoker-distinct.

The mortality table used in Regulation 830 is the 2001 Commissioners Standard Ordinary (CSO) Select and Ultimate Mortality Table, age nearest birthday, sex-distinct and smoker-distinct.

The reserves after attained age 120 are at least equal to the net surrender value at age 120 plus interest credited to the extended age.



Debra L. Krall, FSA, MAAA
Actuarial Leader
Nationwide Life and Annuity Insurance Company
May 28, 2009

Exhibit A
Individual Flexible Premium Adjustable Universal Life Insurance Policy
Policy Form NWLA-444-M

Sex: Male
Rate Type: Non-Tobacco

| Issue Age | Max IEAx | Max IAECx | Max UIEA_x | * Policy SC₀ |
|------------------|-----------------|------------------|-----------------------------|--------------------------------|
| (1) | (2) | (1) - (2) | | |
| 18 | 16.239 | 0.000 | 16.239 | 15.84 |
| 19 | 16.471 | 0.000 | 16.471 | 15.84 |
| 20 | 16.713 | 0.000 | 16.713 | 15.84 |
| 21 | 16.966 | 0.000 | 16.966 | 15.84 |
| 22 | 17.233 | 0.000 | 17.233 | 16.83 |
| 23 | 17.513 | 0.000 | 17.513 | 16.83 |
| 24 | 17.808 | 0.000 | 17.808 | 16.83 |
| 25 | 18.117 | 0.000 | 18.117 | 17.82 |
| 26 | 18.441 | 0.000 | 18.441 | 17.82 |
| 27 | 18.781 | 0.000 | 18.781 | 17.82 |
| 28 | 19.136 | 0.000 | 19.136 | 18.81 |
| 29 | 19.511 | 0.000 | 19.511 | 18.62 |
| 30 | 19.909 | 0.000 | 19.909 | 18.62 |
| 31 | 20.329 | 0.000 | 20.329 | 19.60 |
| 32 | 20.773 | 0.000 | 20.773 | 19.60 |
| 33 | 21.242 | 0.000 | 21.242 | 20.58 |
| 34 | 21.737 | 0.000 | 21.737 | 20.58 |
| 35 | 22.260 | 0.000 | 22.260 | 21.56 |
| 36 | 22.812 | 0.000 | 22.812 | 21.56 |
| 37 | 23.394 | 0.000 | 23.394 | 22.54 |
| 38 | 24.008 | 0.000 | 24.008 | 23.52 |
| 39 | 24.655 | 0.000 | 24.655 | 23.52 |
| 40 | 25.338 | 0.000 | 25.338 | 24.50 |
| 41 | 26.059 | 0.000 | 26.059 | 25.48 |
| 42 | 26.820 | 0.000 | 26.820 | 25.48 |
| 43 | 27.621 | 0.000 | 27.621 | 26.46 |
| 44 | 28.465 | 0.000 | 28.465 | 27.44 |
| 45 | 29.354 | 0.000 | 29.354 | 28.42 |
| 46 | 30.291 | 0.000 | 30.291 | 29.40 |
| 47 | 31.279 | 0.000 | 31.279 | 30.38 |
| 48 | 32.322 | 0.000 | 32.322 | 31.04 |
| 49 | 33.434 | 0.000 | 33.434 | 32.01 |
| 50 | 34.619 | 0.000 | 34.619 | 32.98 |
| 51 | 35.881 | 0.000 | 35.881 | 33.95 |
| 52 | 37.223 | 0.000 | 37.223 | 35.89 |
| 53 | 38.648 | 0.000 | 38.648 | 36.86 |
| 54 | 40.163 | 0.000 | 40.163 | 38.80 |
| 55 | 41.767 | 0.000 | 41.767 | 39.77 |
| 56 | 43.463 | 0.000 | 43.463 | 41.71 |
| 57 | 45.260 | 0.000 | 45.260 | 43.65 |
| 58 | 47.167 | 0.000 | 47.167 | 45.59 |
| 59 | 49.206 | 0.000 | 49.206 | 47.53 |
| 60 | 50.000 | 0.000 | 50.000 | 48.50 |
| 61 | 50.000 | 0.000 | 50.000 | 48.00 |
| 62 | 50.000 | 0.000 | 50.000 | 48.00 |
| 63 | 50.000 | 0.000 | 50.000 | 48.00 |
| 64 | 50.000 | 0.000 | 50.000 | 48.00 |
| 65 | 50.000 | 0.000 | 50.000 | 48.00 |
| 66 | 50.000 | 0.000 | 50.000 | 48.00 |
| 67 | 50.000 | 0.000 | 50.000 | 48.00 |
| 68 | 50.000 | 0.000 | 50.000 | 48.00 |
| 69 | 50.000 | 0.000 | 50.000 | 48.00 |
| 70 | 50.000 | 0.000 | 50.000 | 48.00 |
| 71 | 50.000 | 0.000 | 50.000 | 47.50 |
| 72 | 50.000 | 0.000 | 50.000 | 47.50 |
| 73 | 50.000 | 0.000 | 50.000 | 47.50 |
| 74 | 50.000 | 0.000 | 50.000 | 47.50 |
| 75 | 50.000 | 0.000 | 50.000 | 47.50 |
| 76 | 50.000 | 0.000 | 50.000 | 47.50 |
| 77 | 50.000 | 0.000 | 50.000 | 47.50 |
| 78 | 50.000 | 0.000 | 50.000 | 47.00 |
| 79 | 50.000 | 0.000 | 50.000 | 47.00 |
| 80 | 50.000 | 0.000 | 50.000 | 47.00 |
| 81 | 50.000 | 0.000 | 50.000 | 47.00 |
| 82 | 50.000 | 0.000 | 50.000 | 47.00 |
| 83 | 50.000 | 0.000 | 50.000 | 47.00 |
| 84 | 50.000 | 0.000 | 50.000 | 47.00 |
| 85 | 50.000 | 0.000 | 50.000 | 47.00 |

* Policy SC₀ = initial expense allowance multiplied by year one percentage = SC_{x,0} * PC_{x,1}

Exhibit A
Individual Flexible Premium Adjustable Universal Life Insurance Policy
Policy Form NWLA-444-M2

Sex: Male
Rate Type: Tobacco

| Issue Age | Max IEAx | Max IAECx | Max UIEAx | * Policy SC₀ |
|------------------|-----------------|------------------|------------------|--------------------------------|
| (1) | (2) | (1) - (2) | | |
| 18 | 18.022 | 0.000 | 18.022 | 17.82 |
| 19 | 18.334 | 0.000 | 18.334 | 17.82 |
| 20 | 18.657 | 0.000 | 18.657 | 17.82 |
| 21 | 18.994 | 0.000 | 18.994 | 17.82 |
| 22 | 19.345 | 0.000 | 19.345 | 18.81 |
| 23 | 19.711 | 0.000 | 19.711 | 18.81 |
| 24 | 20.094 | 0.000 | 20.094 | 19.80 |
| 25 | 20.493 | 0.000 | 20.493 | 19.80 |
| 26 | 20.909 | 0.000 | 20.909 | 19.80 |
| 27 | 21.344 | 0.000 | 21.344 | 20.79 |
| 28 | 21.798 | 0.000 | 21.798 | 20.79 |
| 29 | 22.277 | 0.000 | 22.277 | 21.56 |
| 30 | 22.785 | 0.000 | 22.785 | 21.56 |
| 31 | 23.324 | 0.000 | 23.324 | 22.54 |
| 32 | 23.896 | 0.000 | 23.896 | 22.54 |
| 33 | 24.502 | 0.000 | 24.502 | 23.52 |
| 34 | 25.143 | 0.000 | 25.143 | 24.50 |
| 35 | 25.820 | 0.000 | 25.820 | 24.50 |
| 36 | 26.536 | 0.000 | 26.536 | 25.48 |
| 37 | 27.293 | 0.000 | 27.293 | 26.46 |
| 38 | 28.092 | 0.000 | 28.092 | 27.44 |
| 39 | 28.934 | 0.000 | 28.934 | 27.44 |
| 40 | 29.823 | 0.000 | 29.823 | 28.42 |
| 41 | 30.762 | 0.000 | 30.762 | 29.40 |
| 42 | 31.749 | 0.000 | 31.749 | 30.38 |
| 43 | 32.788 | 0.000 | 32.788 | 31.36 |
| 44 | 33.879 | 0.000 | 33.879 | 32.34 |
| 45 | 35.021 | 0.000 | 35.021 | 34.30 |
| 46 | 36.220 | 0.000 | 36.220 | 35.28 |
| 47 | 37.481 | 0.000 | 37.481 | 36.26 |
| 48 | 38.809 | 0.000 | 38.809 | 36.86 |
| 49 | 40.227 | 0.000 | 40.227 | 38.80 |
| 50 | 41.742 | 0.000 | 41.742 | 39.77 |
| 51 | 43.355 | 0.000 | 43.355 | 41.71 |
| 52 | 45.071 | 0.000 | 45.071 | 43.65 |
| 53 | 46.886 | 0.000 | 46.886 | 44.62 |
| 54 | 48.804 | 0.000 | 48.804 | 46.56 |
| 55 | 50.000 | 0.000 | 50.000 | 48.50 |
| 56 | 50.000 | 0.000 | 50.000 | 48.50 |
| 57 | 50.000 | 0.000 | 50.000 | 48.50 |
| 58 | 50.000 | 0.000 | 50.000 | 48.50 |
| 59 | 50.000 | 0.000 | 50.000 | 48.50 |
| 60 | 50.000 | 0.000 | 50.000 | 48.50 |
| 61 | 50.000 | 0.000 | 50.000 | 48.00 |
| 62 | 50.000 | 0.000 | 50.000 | 48.00 |
| 63 | 50.000 | 0.000 | 50.000 | 48.00 |
| 64 | 50.000 | 0.000 | 50.000 | 48.00 |
| 65 | 50.000 | 0.000 | 50.000 | 48.00 |
| 66 | 50.000 | 0.000 | 50.000 | 48.00 |
| 67 | 50.000 | 0.000 | 50.000 | 48.00 |
| 68 | 50.000 | 0.000 | 50.000 | 48.00 |
| 69 | 50.000 | 0.000 | 50.000 | 48.00 |
| 70 | 50.000 | 0.000 | 50.000 | 48.00 |
| 71 | 50.000 | 0.000 | 50.000 | 47.50 |
| 72 | 50.000 | 0.000 | 50.000 | 47.50 |
| 73 | 50.000 | 0.000 | 50.000 | 47.50 |
| 74 | 50.000 | 0.000 | 50.000 | 47.50 |
| 75 | 50.000 | 0.000 | 50.000 | 47.50 |
| 76 | 50.000 | 0.000 | 50.000 | 47.50 |
| 77 | 50.000 | 0.000 | 50.000 | 47.50 |
| 78 | 50.000 | 0.000 | 50.000 | 47.00 |
| 79 | 50.000 | 0.000 | 50.000 | 47.00 |
| 80 | 50.000 | 0.000 | 50.000 | 47.00 |
| 81 | 50.000 | 0.000 | 50.000 | 47.00 |
| 82 | 50.000 | 0.000 | 50.000 | 47.00 |
| 83 | 50.000 | 0.000 | 50.000 | 47.00 |
| 84 | 50.000 | 0.000 | 50.000 | 47.00 |
| 85 | 50.000 | 0.000 | 50.000 | 47.00 |

* Policy SC₀ = initial expense allowance multiplied by year one percentage = SC_{x,0} * PC_{x,1}

Exhibit A
Individual Flexible Premium Adjustable Universal Life Insurance Policy
Policy Form NWLA-444-M2

Sex: Female
Rate Type: Non-Tobacco

| Issue Age | Max IEAx | Max IAECx | Max UIEAx | * Policy SC₀ |
|------------------|-----------------|------------------|------------------|--------------------------------|
| (1) | (2) | (1) - (2) | | |
| 18 | 15.196 | 0.000 | 15.196 | 14.85 |
| 19 | 15.405 | 0.000 | 15.405 | 14.85 |
| 20 | 15.622 | 0.000 | 15.622 | 14.85 |
| 21 | 15.849 | 0.000 | 15.849 | 14.85 |
| 22 | 16.087 | 0.000 | 16.087 | 15.84 |
| 23 | 16.336 | 0.000 | 16.336 | 15.84 |
| 24 | 16.598 | 0.000 | 16.598 | 15.84 |
| 25 | 16.871 | 0.000 | 16.871 | 15.84 |
| 26 | 17.159 | 0.000 | 17.159 | 16.83 |
| 27 | 17.460 | 0.000 | 17.460 | 16.83 |
| 28 | 17.774 | 0.000 | 17.774 | 16.83 |
| 29 | 18.104 | 0.000 | 18.104 | 17.64 |
| 30 | 18.450 | 0.000 | 18.450 | 17.64 |
| 31 | 18.812 | 0.000 | 18.812 | 17.64 |
| 32 | 19.193 | 0.000 | 19.193 | 18.62 |
| 33 | 19.591 | 0.000 | 19.591 | 18.62 |
| 34 | 20.010 | 0.000 | 20.010 | 19.60 |
| 35 | 20.449 | 0.000 | 20.449 | 19.60 |
| 36 | 20.908 | 0.000 | 20.908 | 19.60 |
| 37 | 21.391 | 0.000 | 21.391 | 20.58 |
| 38 | 21.896 | 0.000 | 21.896 | 20.58 |
| 39 | 22.429 | 0.000 | 22.429 | 21.56 |
| 40 | 22.991 | 0.000 | 22.991 | 21.56 |
| 41 | 23.582 | 0.000 | 23.582 | 22.54 |
| 42 | 24.206 | 0.000 | 24.206 | 23.52 |
| 43 | 24.864 | 0.000 | 24.864 | 23.52 |
| 44 | 25.557 | 0.000 | 25.557 | 24.50 |
| 45 | 26.288 | 0.000 | 26.288 | 25.48 |
| 46 | 27.058 | 0.000 | 27.058 | 26.46 |
| 47 | 27.870 | 0.000 | 27.870 | 26.46 |
| 48 | 28.723 | 0.000 | 28.723 | 27.16 |
| 49 | 29.622 | 0.000 | 29.622 | 28.13 |
| 50 | 30.567 | 0.000 | 30.567 | 29.10 |
| 51 | 31.562 | 0.000 | 31.562 | 30.07 |
| 52 | 32.608 | 0.000 | 32.608 | 31.04 |
| 53 | 33.708 | 0.000 | 33.708 | 32.01 |
| 54 | 34.865 | 0.000 | 34.865 | 32.98 |
| 55 | 36.083 | 0.000 | 36.083 | 34.92 |
| 56 | 37.366 | 0.000 | 37.366 | 35.89 |
| 57 | 38.716 | 0.000 | 38.716 | 36.86 |
| 58 | 40.139 | 0.000 | 40.139 | 38.80 |
| 59 | 41.639 | 0.000 | 41.639 | 39.77 |
| 60 | 43.226 | 0.000 | 43.226 | 41.71 |
| 61 | 44.907 | 0.000 | 44.907 | 42.24 |
| 62 | 46.691 | 0.000 | 46.691 | 44.16 |
| 63 | 48.585 | 0.000 | 48.585 | 46.08 |
| 64 | 50.000 | 0.000 | 50.000 | 48.00 |
| 65 | 50.000 | 0.000 | 50.000 | 48.00 |
| 66 | 50.000 | 0.000 | 50.000 | 48.00 |
| 67 | 50.000 | 0.000 | 50.000 | 48.00 |
| 68 | 50.000 | 0.000 | 50.000 | 48.00 |
| 69 | 50.000 | 0.000 | 50.000 | 48.00 |
| 70 | 50.000 | 0.000 | 50.000 | 48.00 |
| 71 | 50.000 | 0.000 | 50.000 | 47.50 |
| 72 | 50.000 | 0.000 | 50.000 | 47.50 |
| 73 | 50.000 | 0.000 | 50.000 | 47.50 |
| 74 | 50.000 | 0.000 | 50.000 | 47.50 |
| 75 | 50.000 | 0.000 | 50.000 | 47.50 |
| 76 | 50.000 | 0.000 | 50.000 | 47.50 |
| 77 | 50.000 | 0.000 | 50.000 | 47.50 |
| 78 | 50.000 | 0.000 | 50.000 | 47.00 |
| 79 | 50.000 | 0.000 | 50.000 | 47.00 |
| 80 | 50.000 | 0.000 | 50.000 | 47.00 |
| 81 | 50.000 | 0.000 | 50.000 | 47.00 |
| 82 | 50.000 | 0.000 | 50.000 | 47.00 |
| 83 | 50.000 | 0.000 | 50.000 | 47.00 |
| 84 | 50.000 | 0.000 | 50.000 | 47.00 |
| 85 | 50.000 | 0.000 | 50.000 | 47.00 |

* Policy SC₀ = initial expense allowance multiplied by year one percentage = SC_{x,0} * PC_{x,1}

Exhibit A
Individual Flexible Premium Adjustable Universal Life Insurance Policy
Policy Form NWLA-444-M2

Sex: Female
Rate Type: Tobacco

| Issue Age | Max IEAx | Max IAECx | Max UIEAx | * Policy SC₀ |
|------------------|-----------------|------------------|------------------|--------------------------------|
| (1) | (2) | (1) - (2) | | |
| 18 | 16.789 | 0.000 | 16.789 | 15.84 |
| 19 | 17.072 | 0.000 | 17.072 | 16.83 |
| 20 | 17.367 | 0.000 | 17.367 | 16.83 |
| 21 | 17.676 | 0.000 | 17.676 | 16.83 |
| 22 | 17.999 | 0.000 | 17.999 | 16.83 |
| 23 | 18.336 | 0.000 | 18.336 | 17.82 |
| 24 | 18.690 | 0.000 | 18.690 | 17.82 |
| 25 | 19.061 | 0.000 | 19.061 | 18.81 |
| 26 | 19.449 | 0.000 | 19.449 | 18.81 |
| 27 | 19.856 | 0.000 | 19.856 | 18.81 |
| 28 | 20.282 | 0.000 | 20.282 | 19.80 |
| 29 | 20.729 | 0.000 | 20.729 | 19.60 |
| 30 | 21.197 | 0.000 | 21.197 | 20.58 |
| 31 | 21.690 | 0.000 | 21.690 | 20.58 |
| 32 | 22.207 | 0.000 | 22.207 | 21.56 |
| 33 | 22.750 | 0.000 | 22.750 | 21.56 |
| 34 | 23.320 | 0.000 | 23.320 | 22.54 |
| 35 | 23.918 | 0.000 | 23.918 | 22.54 |
| 36 | 24.544 | 0.000 | 24.544 | 23.52 |
| 37 | 25.202 | 0.000 | 25.202 | 24.50 |
| 38 | 25.894 | 0.000 | 25.894 | 24.50 |
| 39 | 26.624 | 0.000 | 26.624 | 25.48 |
| 40 | 27.394 | 0.000 | 27.394 | 26.46 |
| 41 | 28.209 | 0.000 | 28.209 | 27.44 |
| 42 | 29.070 | 0.000 | 29.070 | 28.42 |
| 43 | 29.979 | 0.000 | 29.979 | 28.42 |
| 44 | 30.940 | 0.000 | 30.940 | 29.40 |
| 45 | 31.954 | 0.000 | 31.954 | 30.38 |
| 46 | 33.025 | 0.000 | 33.025 | 32.34 |
| 47 | 34.154 | 0.000 | 34.154 | 33.32 |
| 48 | 35.343 | 0.000 | 35.343 | 33.95 |
| 49 | 36.591 | 0.000 | 36.591 | 34.92 |
| 50 | 37.899 | 0.000 | 37.899 | 35.89 |
| 51 | 39.270 | 0.000 | 39.270 | 37.83 |
| 52 | 40.705 | 0.000 | 40.705 | 38.80 |
| 53 | 42.209 | 0.000 | 42.209 | 40.74 |
| 54 | 43.785 | 0.000 | 43.785 | 41.71 |
| 55 | 45.435 | 0.000 | 45.435 | 43.65 |
| 56 | 47.165 | 0.000 | 47.165 | 45.59 |
| 57 | 48.978 | 0.000 | 48.978 | 46.56 |
| 58 | 50.000 | 0.000 | 50.000 | 48.50 |
| 59 | 50.000 | 0.000 | 50.000 | 48.50 |
| 60 | 50.000 | 0.000 | 50.000 | 48.50 |
| 61 | 50.000 | 0.000 | 50.000 | 48.00 |
| 62 | 50.000 | 0.000 | 50.000 | 48.00 |
| 63 | 50.000 | 0.000 | 50.000 | 48.00 |
| 64 | 50.000 | 0.000 | 50.000 | 48.00 |
| 65 | 50.000 | 0.000 | 50.000 | 48.00 |
| 66 | 50.000 | 0.000 | 50.000 | 48.00 |
| 67 | 50.000 | 0.000 | 50.000 | 48.00 |
| 68 | 50.000 | 0.000 | 50.000 | 48.00 |
| 69 | 50.000 | 0.000 | 50.000 | 48.00 |
| 70 | 50.000 | 0.000 | 50.000 | 48.00 |
| 71 | 50.000 | 0.000 | 50.000 | 47.50 |
| 72 | 50.000 | 0.000 | 50.000 | 47.50 |
| 73 | 50.000 | 0.000 | 50.000 | 47.50 |
| 74 | 50.000 | 0.000 | 50.000 | 47.50 |
| 75 | 50.000 | 0.000 | 50.000 | 47.50 |
| 76 | 50.000 | 0.000 | 50.000 | 47.50 |
| 77 | 50.000 | 0.000 | 50.000 | 47.50 |
| 78 | 50.000 | 0.000 | 50.000 | 47.00 |
| 79 | 50.000 | 0.000 | 50.000 | 47.00 |
| 80 | 50.000 | 0.000 | 50.000 | 47.00 |
| 81 | 50.000 | 0.000 | 50.000 | 47.00 |
| 82 | 50.000 | 0.000 | 50.000 | 47.00 |
| 83 | 50.000 | 0.000 | 50.000 | 47.00 |
| 84 | 50.000 | 0.000 | 50.000 | 47.00 |
| 85 | 50.000 | 0.000 | 50.000 | 47.00 |

* Policy SC₀ = initial expense allowance multiplied by year one percentage = SC_{x,0} * PC_{x,1}

Exhibit A
Policy Form NWLA-444-M2

Maximum Amortization Factors at End of Year (using the minimum of all rate type and sex combinations)

| Issue Age | Duration | | | | | | | | | | | | | | | | | | | |
|--------------|----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|----|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 18 | 0.993 | 0.985 | 0.978 | 0.970 | 0.962 | 0.954 | 0.946 | 0.937 | 0.928 | 0.920 | 0.910 | 0.901 | 0.891 | 0.881 | 0.871 | 0.860 | 0.849 | 0.838 | 0.827 | |
| 19 | 0.993 | 0.985 | 0.977 | 0.969 | 0.961 | 0.953 | 0.944 | 0.935 | 0.926 | 0.917 | 0.908 | 0.898 | 0.888 | 0.877 | 0.867 | 0.855 | 0.844 | 0.833 | 0.821 | |
| 20 | 0.992 | 0.984 | 0.976 | 0.968 | 0.960 | 0.951 | 0.942 | 0.933 | 0.924 | 0.914 | 0.905 | 0.894 | 0.884 | 0.873 | 0.862 | 0.851 | 0.839 | 0.827 | 0.815 | |
| 21 | 0.992 | 0.984 | 0.976 | 0.967 | 0.958 | 0.950 | 0.941 | 0.931 | 0.922 | 0.912 | 0.901 | 0.891 | 0.880 | 0.869 | 0.857 | 0.845 | 0.833 | 0.821 | 0.809 | |
| 22 | 0.992 | 0.983 | 0.975 | 0.966 | 0.957 | 0.948 | 0.939 | 0.929 | 0.919 | 0.908 | 0.898 | 0.887 | 0.876 | 0.864 | 0.852 | 0.840 | 0.828 | 0.815 | 0.802 | |
| 23 | 0.992 | 0.983 | 0.974 | 0.965 | 0.956 | 0.946 | 0.937 | 0.926 | 0.916 | 0.905 | 0.894 | 0.883 | 0.871 | 0.859 | 0.847 | 0.834 | 0.822 | 0.809 | 0.795 | |
| 24 | 0.991 | 0.982 | 0.973 | 0.964 | 0.954 | 0.945 | 0.934 | 0.924 | 0.913 | 0.902 | 0.890 | 0.879 | 0.866 | 0.854 | 0.842 | 0.829 | 0.816 | 0.802 | 0.789 | |
| 25 | 0.991 | 0.982 | 0.972 | 0.963 | 0.953 | 0.943 | 0.932 | 0.921 | 0.910 | 0.898 | 0.886 | 0.874 | 0.862 | 0.849 | 0.836 | 0.823 | 0.809 | 0.796 | 0.782 | |
| 26 | 0.991 | 0.981 | 0.972 | 0.961 | 0.951 | 0.940 | 0.929 | 0.918 | 0.906 | 0.894 | 0.882 | 0.869 | 0.857 | 0.844 | 0.830 | 0.817 | 0.803 | 0.789 | 0.775 | |
| 27 | 0.990 | 0.981 | 0.970 | 0.960 | 0.949 | 0.938 | 0.926 | 0.915 | 0.903 | 0.890 | 0.878 | 0.865 | 0.851 | 0.838 | 0.824 | 0.810 | 0.796 | 0.782 | 0.768 | |
| 28 | 0.990 | 0.980 | 0.969 | 0.958 | 0.947 | 0.935 | 0.924 | 0.911 | 0.899 | 0.886 | 0.873 | 0.860 | 0.846 | 0.832 | 0.818 | 0.804 | 0.790 | 0.775 | 0.760 | |
| 29 | 0.990 | 0.979 | 0.968 | 0.957 | 0.945 | 0.933 | 0.920 | 0.908 | 0.895 | 0.882 | 0.868 | 0.855 | 0.841 | 0.826 | 0.812 | 0.797 | 0.783 | 0.768 | 0.753 | |
| 30 | 0.989 | 0.978 | 0.967 | 0.955 | 0.943 | 0.930 | 0.917 | 0.904 | 0.891 | 0.877 | 0.863 | 0.849 | 0.835 | 0.820 | 0.806 | 0.791 | 0.776 | 0.761 | 0.745 | |
| 31 | 0.989 | 0.977 | 0.965 | 0.953 | 0.940 | 0.927 | 0.914 | 0.901 | 0.887 | 0.873 | 0.859 | 0.844 | 0.829 | 0.815 | 0.800 | 0.785 | 0.769 | 0.754 | 0.737 | |
| 32 | 0.988 | 0.976 | 0.964 | 0.951 | 0.938 | 0.925 | 0.911 | 0.897 | 0.883 | 0.868 | 0.854 | 0.839 | 0.824 | 0.809 | 0.793 | 0.778 | 0.762 | 0.746 | 0.729 | |
| 33 | 0.988 | 0.975 | 0.962 | 0.949 | 0.936 | 0.922 | 0.908 | 0.893 | 0.879 | 0.864 | 0.849 | 0.834 | 0.818 | 0.803 | 0.787 | 0.771 | 0.755 | 0.738 | 0.721 | |
| 34 | 0.987 | 0.974 | 0.961 | 0.947 | 0.933 | 0.919 | 0.904 | 0.890 | 0.875 | 0.859 | 0.844 | 0.829 | 0.813 | 0.797 | 0.781 | 0.764 | 0.747 | 0.730 | 0.713 | |
| 35 | 0.987 | 0.973 | 0.959 | 0.945 | 0.931 | 0.916 | 0.901 | 0.886 | 0.870 | 0.855 | 0.839 | 0.823 | 0.807 | 0.791 | 0.774 | 0.757 | 0.740 | 0.722 | 0.704 | |
| 36 | 0.986 | 0.972 | 0.958 | 0.943 | 0.928 | 0.913 | 0.898 | 0.882 | 0.866 | 0.850 | 0.834 | 0.818 | 0.801 | 0.784 | 0.767 | 0.749 | 0.732 | 0.714 | 0.696 | |
| 37 | 0.986 | 0.971 | 0.956 | 0.941 | 0.926 | 0.910 | 0.894 | 0.878 | 0.862 | 0.846 | 0.829 | 0.813 | 0.795 | 0.778 | 0.760 | 0.742 | 0.724 | 0.706 | 0.688 | |
| 38 | 0.985 | 0.970 | 0.955 | 0.939 | 0.923 | 0.907 | 0.891 | 0.875 | 0.858 | 0.841 | 0.824 | 0.807 | 0.789 | 0.771 | 0.753 | 0.734 | 0.716 | 0.698 | 0.679 | |
| 39 | 0.985 | 0.969 | 0.953 | 0.937 | 0.921 | 0.904 | 0.888 | 0.871 | 0.854 | 0.837 | 0.819 | 0.801 | 0.782 | 0.764 | 0.745 | 0.727 | 0.708 | 0.690 | 0.671 | |
| 40 | 0.984 | 0.968 | 0.952 | 0.935 | 0.918 | 0.902 | 0.885 | 0.867 | 0.850 | 0.831 | 0.813 | 0.794 | 0.776 | 0.757 | 0.738 | 0.719 | 0.700 | 0.682 | 0.663 | |
| 41 | 0.984 | 0.967 | 0.950 | 0.933 | 0.916 | 0.899 | 0.881 | 0.863 | 0.845 | 0.826 | 0.807 | 0.788 | 0.769 | 0.750 | 0.731 | 0.712 | 0.693 | 0.673 | 0.654 | |
| 42 | 0.983 | 0.966 | 0.949 | 0.931 | 0.914 | 0.896 | 0.878 | 0.859 | 0.840 | 0.821 | 0.801 | 0.782 | 0.762 | 0.743 | 0.723 | 0.704 | 0.685 | 0.665 | 0.645 | |
| 43 | 0.983 | 0.965 | 0.947 | 0.929 | 0.911 | 0.893 | 0.874 | 0.854 | 0.835 | 0.815 | 0.795 | 0.775 | 0.756 | 0.736 | 0.716 | 0.696 | 0.676 | 0.656 | 0.636 | |
| 44 | 0.982 | 0.964 | 0.946 | 0.927 | 0.908 | 0.889 | 0.869 | 0.850 | 0.829 | 0.809 | 0.789 | 0.769 | 0.749 | 0.729 | 0.709 | 0.688 | 0.668 | 0.648 | 0.628 | |
| 45 | 0.982 | 0.963 | 0.944 | 0.925 | 0.905 | 0.885 | 0.865 | 0.845 | 0.824 | 0.803 | 0.783 | 0.763 | 0.742 | 0.722 | 0.701 | 0.680 | 0.659 | 0.639 | 0.619 | |
| 46 | 0.981 | 0.962 | 0.942 | 0.922 | 0.902 | 0.881 | 0.860 | 0.839 | 0.818 | 0.798 | 0.777 | 0.756 | 0.735 | 0.714 | 0.693 | 0.672 | 0.651 | 0.631 | 0.611 | |
| 47 | 0.980 | 0.960 | 0.940 | 0.919 | 0.898 | 0.877 | 0.856 | 0.834 | 0.813 | 0.792 | 0.771 | 0.749 | 0.728 | 0.706 | 0.685 | 0.664 | 0.643 | 0.622 | 0.602 | |
| 48 | 0.980 | 0.959 | 0.938 | 0.916 | 0.894 | 0.873 | 0.851 | 0.829 | 0.808 | 0.786 | 0.764 | 0.742 | 0.720 | 0.698 | 0.677 | 0.656 | 0.635 | 0.614 | 0.594 | |
| 49 | 0.979 | 0.957 | 0.935 | 0.913 | 0.891 | 0.869 | 0.846 | 0.824 | 0.802 | 0.780 | 0.758 | 0.735 | 0.713 | 0.691 | 0.669 | 0.648 | 0.627 | 0.606 | 0.585 | |
| 50 | 0.978 | 0.956 | 0.933 | 0.910 | 0.888 | 0.865 | 0.842 | 0.820 | 0.797 | 0.774 | 0.751 | 0.728 | 0.706 | 0.684 | 0.662 | 0.641 | 0.619 | 0.598 | 0.577 | |
| 51 | 0.977 | 0.954 | 0.931 | 0.908 | 0.884 | 0.861 | 0.838 | 0.815 | 0.792 | 0.768 | 0.745 | 0.722 | 0.699 | 0.677 | 0.655 | 0.633 | 0.611 | 0.590 | 0.568 | |
| 52 | 0.976 | 0.953 | 0.929 | 0.905 | 0.882 | 0.858 | 0.834 | 0.810 | 0.786 | 0.762 | 0.739 | 0.716 | 0.693 | 0.670 | 0.648 | 0.626 | 0.603 | 0.581 | 0.558 | |
| 53 | 0.976 | 0.951 | 0.927 | 0.903 | 0.879 | 0.854 | 0.830 | 0.805 | 0.781 | 0.757 | 0.733 | 0.710 | 0.687 | 0.664 | 0.641 | 0.618 | 0.595 | 0.572 | 0.549 | |
| 54 | 0.975 | 0.950 | 0.925 | 0.901 | 0.876 | 0.850 | 0.825 | 0.800 | 0.776 | 0.751 | 0.727 | 0.704 | 0.680 | 0.657 | 0.633 | 0.610 | 0.586 | 0.562 | 0.539 | |
| 55 | 0.974 | 0.949 | 0.924 | 0.898 | 0.872 | 0.846 | 0.821 | 0.795 | 0.770 | 0.746 | 0.722 | 0.698 | 0.674 | 0.650 | 0.625 | 0.601 | 0.577 | 0.553 | 0.530 | |
| 56 | 0.974 | 0.948 | 0.922 | 0.895 | 0.869 | 0.842 | 0.816 | 0.791 | 0.766 | 0.741 | 0.716 | 0.691 | 0.667 | 0.642 | 0.617 | 0.592 | 0.568 | 0.544 | 0.520 | |
| 57 | 0.973 | 0.946 | 0.919 | 0.892 | 0.865 | 0.838 | 0.812 | 0.786 | 0.761 | 0.735 | 0.710 | 0.684 | 0.659 | 0.633 | 0.608 | 0.583 | 0.558 | 0.534 | 0.509 | |
| 58 | 0.972 | 0.944 | 0.916 | 0.889 | 0.861 | 0.834 | 0.808 | 0.781 | 0.755 | 0.729 | 0.703 | 0.677 | 0.651 | 0.625 | 0.599 | 0.573 | 0.548 | 0.523 | 0.499 | |
| 59 | 0.971 | 0.942 | 0.914 | 0.886 | 0.858 | 0.831 | 0.804 | 0.777 | 0.750 | 0.723 | 0.696 | 0.669 | 0.642 | 0.616 | 0.590 | 0.564 | 0.538 | 0.513 | 0.489 | |
| 60 | 0.970 | 0.941 | 0.912 | 0.883 | 0.855 | 0.828 | 0.800 | 0.772 | 0.745 | 0.717 | 0.689 | 0.661 | 0.634 | 0.607 | 0.581 | 0.554 | 0.528 | 0.502 | 0.477 | |
| 61 | 0.970 | 0.940 | 0.910 | 0.881 | 0.853 | 0.824 | 0.796 | 0.768 | 0.739 | 0.710 | 0.682 | 0.653 | 0.626 | 0.598 | 0.571 | 0.543 | 0.517 | 0.490 | 0.465 | |
| 62 | 0.969 | 0.939 | 0.909 | 0.880 | 0.850 | 0.821 | 0.792 | 0.762 | 0.732 | 0.703 | 0.674 | 0.645 | 0.616 | 0.588 | 0.560 | 0.532 | 0.505 | 0.479 | 0.453 | |
| 63 | 0.969 | 0.938 | 0.908 | 0.877 | 0.847 | 0.817 | 0.786 | 0.756 | 0.725 | 0.695 | 0.665 | 0.635 | 0.606 | 0.577 | 0.548 | 0.520 | 0.493 | 0.467 | 0.442 | |
| 64 | 0.968 | 0.937 | 0.906 | 0.874 | 0.843 | 0.811 | 0.779 | 0.748 | 0.716 | 0.686 | 0.655 | 0.625 | 0.595 | 0.565 | 0.537 | 0.509 | 0.482 | 0.456 | 0.431 | |
| 65 | 0.968 | 0.935 | 0.903 | 0.870 | 0.837 | 0.805 | 0.772 | 0.740 | 0.708 | 0.676 | 0.645 | 0.614 | 0.584 | 0.554 | 0.525 | 0.498 | 0.471 | 0.445 | 0.420 | |
| 66 | 0.967 | 0.933 | 0.899 | 0.865 | 0.832 | 0.798 | 0.764 | 0.731 | 0.699 | 0.666 | 0.635 | 0.603 | 0.573 | 0.543 | 0.514 | 0.487 | 0.460 | 0.435 | 0.410 | |
| 67 | 0.965 | 0.930 | 0.895 | 0.860 | 0.825 | 0.791 | 0.757 | 0.723 | 0.690 | 0.657 | 0.624 | 0.592 | 0.562 | 0.532 | 0.504 | 0.476 | 0.450 | 0.424 | 0.400 | |
| 68 | 0.964 | | | | | | | | | | | | | | | | | | | |

Exhibit A
Policy Form NWLA-444-M2

PCx,t (using the minimum of all rate type and sex combinations)

| Age | Duration | | | | | | | | | | | | | | | | | | | |
|-----|----------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 18 | 0.99 | 0.98 | 0.97 | 0.96 | 0.96 | 0.95 | 0.94 | 0.93 | 0.92 | 0.91 | 0.81 | 0.72 | 0.63 | 0.54 | 0.45 | 0.36 | 0.27 | 0.18 | 0.09 | 0.00 |
| 19 | 0.99 | 0.98 | 0.97 | 0.96 | 0.96 | 0.95 | 0.94 | 0.93 | 0.92 | 0.91 | 0.81 | 0.72 | 0.63 | 0.54 | 0.45 | 0.36 | 0.27 | 0.18 | 0.09 | 0.00 |
| 20 | 0.99 | 0.98 | 0.97 | 0.96 | 0.95 | 0.95 | 0.94 | 0.93 | 0.92 | 0.91 | 0.81 | 0.72 | 0.63 | 0.54 | 0.45 | 0.36 | 0.27 | 0.18 | 0.09 | 0.00 |
| 21 | 0.99 | 0.98 | 0.97 | 0.96 | 0.95 | 0.94 | 0.94 | 0.93 | 0.92 | 0.91 | 0.81 | 0.72 | 0.63 | 0.54 | 0.45 | 0.36 | 0.27 | 0.18 | 0.09 | 0.00 |
| 22 | 0.99 | 0.98 | 0.97 | 0.96 | 0.95 | 0.94 | 0.93 | 0.92 | 0.91 | 0.90 | 0.81 | 0.72 | 0.63 | 0.54 | 0.45 | 0.36 | 0.27 | 0.18 | 0.09 | 0.00 |
| 23 | 0.99 | 0.98 | 0.97 | 0.96 | 0.95 | 0.94 | 0.93 | 0.92 | 0.91 | 0.90 | 0.81 | 0.72 | 0.63 | 0.54 | 0.45 | 0.36 | 0.27 | 0.18 | 0.09 | 0.00 |
| 24 | 0.99 | 0.98 | 0.97 | 0.96 | 0.95 | 0.94 | 0.93 | 0.92 | 0.91 | 0.90 | 0.81 | 0.72 | 0.63 | 0.54 | 0.45 | 0.36 | 0.27 | 0.18 | 0.09 | 0.00 |
| 25 | 0.99 | 0.98 | 0.97 | 0.96 | 0.95 | 0.94 | 0.93 | 0.92 | 0.90 | 0.89 | 0.80 | 0.71 | 0.62 | 0.53 | 0.44 | 0.35 | 0.26 | 0.17 | 0.08 | 0.00 |
| 26 | 0.99 | 0.98 | 0.97 | 0.96 | 0.95 | 0.94 | 0.92 | 0.91 | 0.90 | 0.89 | 0.80 | 0.71 | 0.62 | 0.53 | 0.44 | 0.35 | 0.26 | 0.17 | 0.08 | 0.00 |
| 27 | 0.99 | 0.98 | 0.97 | 0.95 | 0.94 | 0.93 | 0.92 | 0.91 | 0.90 | 0.89 | 0.80 | 0.71 | 0.62 | 0.53 | 0.44 | 0.35 | 0.26 | 0.17 | 0.08 | 0.00 |
| 28 | 0.99 | 0.97 | 0.96 | 0.95 | 0.94 | 0.93 | 0.92 | 0.91 | 0.89 | 0.88 | 0.79 | 0.70 | 0.61 | 0.52 | 0.44 | 0.35 | 0.26 | 0.17 | 0.08 | 0.00 |
| 29 | 0.98 | 0.97 | 0.96 | 0.95 | 0.94 | 0.93 | 0.92 | 0.90 | 0.89 | 0.88 | 0.79 | 0.70 | 0.61 | 0.52 | 0.44 | 0.35 | 0.26 | 0.17 | 0.08 | 0.00 |
| 30 | 0.98 | 0.97 | 0.96 | 0.95 | 0.94 | 0.93 | 0.91 | 0.90 | 0.89 | 0.87 | 0.78 | 0.69 | 0.60 | 0.52 | 0.43 | 0.34 | 0.26 | 0.17 | 0.08 | 0.00 |
| 31 | 0.98 | 0.97 | 0.96 | 0.95 | 0.94 | 0.92 | 0.91 | 0.90 | 0.88 | 0.87 | 0.78 | 0.69 | 0.60 | 0.52 | 0.43 | 0.34 | 0.26 | 0.17 | 0.08 | 0.00 |
| 32 | 0.98 | 0.97 | 0.96 | 0.95 | 0.93 | 0.92 | 0.91 | 0.89 | 0.88 | 0.86 | 0.77 | 0.68 | 0.60 | 0.51 | 0.43 | 0.34 | 0.25 | 0.17 | 0.08 | 0.00 |
| 33 | 0.98 | 0.97 | 0.96 | 0.94 | 0.93 | 0.92 | 0.90 | 0.89 | 0.87 | 0.86 | 0.77 | 0.68 | 0.60 | 0.51 | 0.43 | 0.34 | 0.25 | 0.17 | 0.08 | 0.00 |
| 34 | 0.98 | 0.97 | 0.96 | 0.94 | 0.93 | 0.91 | 0.90 | 0.88 | 0.87 | 0.85 | 0.76 | 0.68 | 0.59 | 0.51 | 0.42 | 0.34 | 0.25 | 0.17 | 0.08 | 0.00 |
| 35 | 0.98 | 0.97 | 0.95 | 0.94 | 0.93 | 0.91 | 0.90 | 0.88 | 0.87 | 0.85 | 0.76 | 0.68 | 0.59 | 0.51 | 0.42 | 0.34 | 0.25 | 0.17 | 0.08 | 0.00 |
| 36 | 0.98 | 0.97 | 0.95 | 0.94 | 0.92 | 0.91 | 0.89 | 0.88 | 0.86 | 0.85 | 0.76 | 0.68 | 0.59 | 0.51 | 0.42 | 0.34 | 0.25 | 0.17 | 0.08 | 0.00 |
| 37 | 0.98 | 0.97 | 0.95 | 0.94 | 0.92 | 0.91 | 0.89 | 0.87 | 0.86 | 0.84 | 0.75 | 0.67 | 0.58 | 0.50 | 0.42 | 0.33 | 0.25 | 0.16 | 0.08 | 0.00 |
| 38 | 0.98 | 0.97 | 0.95 | 0.93 | 0.92 | 0.90 | 0.89 | 0.87 | 0.85 | 0.84 | 0.75 | 0.67 | 0.58 | 0.50 | 0.42 | 0.33 | 0.25 | 0.16 | 0.08 | 0.00 |
| 39 | 0.98 | 0.96 | 0.95 | 0.93 | 0.92 | 0.90 | 0.88 | 0.87 | 0.85 | 0.83 | 0.74 | 0.66 | 0.58 | 0.49 | 0.41 | 0.33 | 0.24 | 0.16 | 0.08 | 0.00 |
| 40 | 0.98 | 0.96 | 0.95 | 0.93 | 0.91 | 0.90 | 0.88 | 0.86 | 0.84 | 0.83 | 0.74 | 0.66 | 0.58 | 0.49 | 0.41 | 0.33 | 0.24 | 0.16 | 0.08 | 0.00 |
| 41 | 0.98 | 0.96 | 0.95 | 0.93 | 0.91 | 0.89 | 0.88 | 0.86 | 0.84 | 0.82 | 0.73 | 0.65 | 0.57 | 0.49 | 0.41 | 0.32 | 0.24 | 0.16 | 0.08 | 0.00 |
| 42 | 0.98 | 0.96 | 0.94 | 0.93 | 0.91 | 0.89 | 0.87 | 0.85 | 0.83 | 0.82 | 0.73 | 0.65 | 0.57 | 0.49 | 0.41 | 0.32 | 0.24 | 0.16 | 0.08 | 0.00 |
| 43 | 0.98 | 0.96 | 0.94 | 0.92 | 0.91 | 0.89 | 0.87 | 0.85 | 0.83 | 0.81 | 0.72 | 0.64 | 0.56 | 0.48 | 0.40 | 0.32 | 0.24 | 0.16 | 0.08 | 0.00 |
| 44 | 0.98 | 0.96 | 0.94 | 0.92 | 0.90 | 0.88 | 0.86 | 0.84 | 0.82 | 0.80 | 0.72 | 0.64 | 0.56 | 0.48 | 0.40 | 0.32 | 0.24 | 0.16 | 0.08 | 0.00 |
| 45 | 0.98 | 0.96 | 0.94 | 0.92 | 0.90 | 0.88 | 0.86 | 0.84 | 0.82 | 0.80 | 0.72 | 0.64 | 0.56 | 0.48 | 0.40 | 0.32 | 0.24 | 0.16 | 0.08 | 0.00 |
| 46 | 0.98 | 0.96 | 0.94 | 0.92 | 0.90 | 0.88 | 0.86 | 0.83 | 0.81 | 0.79 | 0.71 | 0.63 | 0.55 | 0.47 | 0.39 | 0.31 | 0.23 | 0.15 | 0.07 | 0.00 |
| 47 | 0.98 | 0.96 | 0.94 | 0.91 | 0.89 | 0.87 | 0.85 | 0.83 | 0.81 | 0.79 | 0.71 | 0.63 | 0.55 | 0.47 | 0.39 | 0.31 | 0.23 | 0.15 | 0.07 | 0.00 |
| 48 | 0.97 | 0.95 | 0.93 | 0.91 | 0.89 | 0.87 | 0.85 | 0.82 | 0.80 | 0.78 | 0.70 | 0.62 | 0.54 | 0.46 | 0.39 | 0.31 | 0.23 | 0.15 | 0.07 | 0.00 |
| 49 | 0.97 | 0.95 | 0.93 | 0.91 | 0.89 | 0.86 | 0.84 | 0.82 | 0.80 | 0.78 | 0.70 | 0.62 | 0.54 | 0.46 | 0.39 | 0.31 | 0.23 | 0.15 | 0.07 | 0.00 |
| 50 | 0.97 | 0.95 | 0.93 | 0.91 | 0.88 | 0.86 | 0.84 | 0.81 | 0.79 | 0.77 | 0.69 | 0.61 | 0.53 | 0.46 | 0.38 | 0.30 | 0.23 | 0.15 | 0.07 | 0.00 |
| 51 | 0.97 | 0.95 | 0.93 | 0.90 | 0.88 | 0.86 | 0.83 | 0.81 | 0.79 | 0.76 | 0.68 | 0.60 | 0.53 | 0.45 | 0.38 | 0.30 | 0.22 | 0.15 | 0.07 | 0.00 |
| 52 | 0.97 | 0.95 | 0.92 | 0.90 | 0.88 | 0.85 | 0.83 | 0.81 | 0.78 | 0.76 | 0.68 | 0.60 | 0.53 | 0.45 | 0.38 | 0.30 | 0.22 | 0.15 | 0.07 | 0.00 |
| 53 | 0.97 | 0.95 | 0.92 | 0.90 | 0.87 | 0.85 | 0.82 | 0.80 | 0.78 | 0.75 | 0.67 | 0.60 | 0.52 | 0.45 | 0.37 | 0.30 | 0.22 | 0.15 | 0.07 | 0.00 |
| 54 | 0.97 | 0.95 | 0.92 | 0.90 | 0.87 | 0.85 | 0.82 | 0.80 | 0.77 | 0.75 | 0.67 | 0.60 | 0.52 | 0.45 | 0.37 | 0.30 | 0.22 | 0.15 | 0.07 | 0.00 |
| 55 | 0.97 | 0.94 | 0.92 | 0.89 | 0.87 | 0.84 | 0.82 | 0.79 | 0.77 | 0.74 | 0.66 | 0.59 | 0.51 | 0.44 | 0.37 | 0.29 | 0.22 | 0.14 | 0.07 | 0.00 |
| 56 | 0.97 | 0.94 | 0.92 | 0.89 | 0.86 | 0.84 | 0.81 | 0.79 | 0.76 | 0.74 | 0.66 | 0.59 | 0.51 | 0.44 | 0.37 | 0.29 | 0.22 | 0.14 | 0.07 | 0.00 |
| 57 | 0.97 | 0.94 | 0.91 | 0.89 | 0.86 | 0.83 | 0.81 | 0.78 | 0.76 | 0.73 | 0.65 | 0.58 | 0.51 | 0.43 | 0.36 | 0.29 | 0.21 | 0.14 | 0.07 | 0.00 |
| 58 | 0.97 | 0.94 | 0.91 | 0.88 | 0.86 | 0.83 | 0.80 | 0.78 | 0.75 | 0.72 | 0.64 | 0.57 | 0.50 | 0.43 | 0.36 | 0.28 | 0.21 | 0.14 | 0.07 | 0.00 |
| 59 | 0.97 | 0.94 | 0.91 | 0.88 | 0.85 | 0.83 | 0.80 | 0.77 | 0.75 | 0.72 | 0.64 | 0.57 | 0.50 | 0.43 | 0.36 | 0.28 | 0.21 | 0.14 | 0.07 | 0.00 |
| 60 | 0.97 | 0.94 | 0.91 | 0.88 | 0.85 | 0.82 | 0.80 | 0.77 | 0.74 | 0.71 | 0.63 | 0.56 | 0.49 | 0.42 | 0.35 | 0.28 | 0.21 | 0.14 | 0.07 | 0.00 |
| 61 | 0.96 | 0.93 | 0.91 | 0.88 | 0.85 | 0.82 | 0.79 | 0.76 | 0.73 | 0.71 | 0.63 | 0.56 | 0.49 | 0.42 | 0.35 | 0.28 | 0.21 | 0.14 | 0.07 | 0.00 |
| 62 | 0.96 | 0.93 | 0.90 | 0.87 | 0.85 | 0.82 | 0.79 | 0.76 | 0.73 | 0.70 | 0.63 | 0.56 | 0.49 | 0.42 | 0.35 | 0.28 | 0.21 | 0.14 | 0.07 | 0.00 |
| 63 | 0.96 | 0.93 | 0.90 | 0.87 | 0.84 | 0.81 | 0.78 | 0.75 | 0.72 | 0.69 | 0.62 | 0.55 | 0.48 | 0.41 | 0.34 | 0.27 | 0.20 | 0.13 | 0.06 | 0.00 |
| 64 | 0.96 | 0.93 | 0.90 | 0.87 | 0.84 | 0.81 | 0.77 | 0.74 | 0.71 | 0.68 | 0.61 | 0.54 | 0.47 | 0.40 | 0.34 | 0.27 | 0.20 | 0.13 | 0.06 | 0.00 |
| 65 | 0.96 | 0.93 | 0.90 | 0.87 | 0.83 | 0.80 | 0.77 | 0.73 | 0.70 | 0.67 | 0.60 | 0.53 | 0.46 | 0.40 | 0.33 | 0.26 | 0.20 | 0.13 | 0.06 | 0.00 |
| 66 | 0.96 | 0.93 | 0.89 | 0.86 | 0.83 | 0.79 | 0.76 | 0.73 | 0.69 | 0.66 | 0.59 | 0.52 | 0.46 | 0.39 | 0.33 | 0.26 | 0.19 | 0.13 | 0.06 | 0.00 |
| 67 | 0.96 | 0.93 | 0.89 | 0.86 | 0.82 | 0.79 | 0.75 | 0.72 | 0.68 | 0.65 | 0.58 | 0.52 | 0.45 | 0.39 | 0.32 | 0.26 | 0.19 | 0.13 | 0.06 | 0.00 |
| 68 | 0.96 | 0.92 | 0.89 | 0.85 | 0.81 | 0.78 | 0.74 | 0.71 | 0.68 | 0.64 | 0.57 | 0.51 | 0.44 | 0.38 | 0.32 | 0.25 | 0.19 | 0.12 | 0.06 | 0.00 |
| 69 | 0.96 | 0.92 | 0.88 | 0.84 | 0.81 | 0.77 | 0.74 | 0.70 | 0.67 | 0.63 | 0.56 | 0.50 | 0.44 | 0.37 | 0.31 | 0.25 | 0.18 | 0.12 | 0.06 | 0.00 |
| 70 | 0.96 | 0.92 | 0.88 | 0.84 | 0.80 | 0.77 | 0.73 | 0.69 | 0.66 | 0.62 | 0.55 | 0.49 | 0.43 | 0.37 | 0.31 | 0.24 | 0.18 | 0.12 | 0.06 | |

Exhibit A
Policy Form NWLA-444-M2

Surrender Charges for Male Tobacco

| Issue Age | Duration | | | | | | | | | | | | | | | | | | | |
|--------------|----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------|------|------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 18 | 17.82 | 17.64 | 17.46 | 17.28 | 17.28 | 17.10 | 16.92 | 16.74 | 16.56 | 16.38 | 14.58 | 12.96 | 11.34 | 9.72 | 8.10 | 6.48 | 4.86 | 3.24 | 1.62 | 0.00 |
| 19 | 17.82 | 17.64 | 17.46 | 17.28 | 17.28 | 17.10 | 16.92 | 16.74 | 16.56 | 16.38 | 14.58 | 12.96 | 11.34 | 9.72 | 8.10 | 6.48 | 4.86 | 3.24 | 1.62 | 0.00 |
| 20 | 17.82 | 17.64 | 17.46 | 17.28 | 17.10 | 17.10 | 16.92 | 16.74 | 16.56 | 16.38 | 14.58 | 12.96 | 11.34 | 9.72 | 8.10 | 6.48 | 4.86 | 3.24 | 1.62 | 0.00 |
| 21 | 17.82 | 17.64 | 17.46 | 17.28 | 17.10 | 16.92 | 16.92 | 16.74 | 16.56 | 16.38 | 14.58 | 12.96 | 11.34 | 9.72 | 8.10 | 6.48 | 4.86 | 3.24 | 1.62 | 0.00 |
| 22 | 18.81 | 18.62 | 18.43 | 18.24 | 18.05 | 17.86 | 17.67 | 17.48 | 17.29 | 17.10 | 15.39 | 13.68 | 11.97 | 10.26 | 8.55 | 6.84 | 5.13 | 3.42 | 1.71 | 0.00 |
| 23 | 18.81 | 18.62 | 18.43 | 18.24 | 18.05 | 17.86 | 17.67 | 17.48 | 17.29 | 17.10 | 15.39 | 13.68 | 11.97 | 10.26 | 8.55 | 6.84 | 5.13 | 3.42 | 1.71 | 0.00 |
| 24 | 19.80 | 19.60 | 19.40 | 19.20 | 19.00 | 18.80 | 18.60 | 18.40 | 18.20 | 18.00 | 16.20 | 14.40 | 12.60 | 10.80 | 9.00 | 7.20 | 5.40 | 3.60 | 1.80 | 0.00 |
| 25 | 19.80 | 19.60 | 19.40 | 19.20 | 19.00 | 18.80 | 18.60 | 18.40 | 18.00 | 17.80 | 16.00 | 14.20 | 12.40 | 10.60 | 8.80 | 7.00 | 5.20 | 3.40 | 1.60 | 0.00 |
| 26 | 19.80 | 19.60 | 19.40 | 19.20 | 19.00 | 18.80 | 18.40 | 18.20 | 18.00 | 17.80 | 16.00 | 14.20 | 12.40 | 10.60 | 8.80 | 7.00 | 5.20 | 3.40 | 1.60 | 0.00 |
| 27 | 20.79 | 20.58 | 20.37 | 19.95 | 19.74 | 19.53 | 19.32 | 19.11 | 18.90 | 18.69 | 16.80 | 14.91 | 13.02 | 11.13 | 9.24 | 7.35 | 5.46 | 3.57 | 1.68 | 0.00 |
| 28 | 20.79 | 20.37 | 20.16 | 19.95 | 19.74 | 19.53 | 19.32 | 19.11 | 18.69 | 18.48 | 16.59 | 14.70 | 12.81 | 10.92 | 9.24 | 7.35 | 5.46 | 3.57 | 1.68 | 0.00 |
| 29 | 21.56 | 21.34 | 21.12 | 20.90 | 20.68 | 20.46 | 20.24 | 19.80 | 19.58 | 19.36 | 17.38 | 15.40 | 13.42 | 11.44 | 9.68 | 7.70 | 5.72 | 3.74 | 1.76 | 0.00 |
| 30 | 21.56 | 21.34 | 21.12 | 20.90 | 20.68 | 20.46 | 20.02 | 19.80 | 19.58 | 19.14 | 17.16 | 15.18 | 13.20 | 11.44 | 9.46 | 7.48 | 5.72 | 3.74 | 1.76 | 0.00 |
| 31 | 22.54 | 22.31 | 22.08 | 21.85 | 21.62 | 21.16 | 20.93 | 20.70 | 20.24 | 20.01 | 17.94 | 15.87 | 13.80 | 11.96 | 9.89 | 7.82 | 5.98 | 3.91 | 1.84 | 0.00 |
| 32 | 22.54 | 22.31 | 22.08 | 21.85 | 21.39 | 21.16 | 20.93 | 20.47 | 20.24 | 19.78 | 17.71 | 15.64 | 13.80 | 11.73 | 9.89 | 7.82 | 5.75 | 3.91 | 1.84 | 0.00 |
| 33 | 23.52 | 23.28 | 23.04 | 22.56 | 22.32 | 22.08 | 21.60 | 21.36 | 20.88 | 20.64 | 18.48 | 16.32 | 14.40 | 12.24 | 10.32 | 8.16 | 6.00 | 4.08 | 1.92 | 0.00 |
| 34 | 24.50 | 24.25 | 24.00 | 23.50 | 23.25 | 22.75 | 22.50 | 22.00 | 21.75 | 21.25 | 19.00 | 17.00 | 14.75 | 12.75 | 10.50 | 8.50 | 6.25 | 4.25 | 2.00 | 0.00 |
| 35 | 24.50 | 24.25 | 23.75 | 23.50 | 23.25 | 22.75 | 22.50 | 22.00 | 21.75 | 21.25 | 19.00 | 17.00 | 14.75 | 12.75 | 10.50 | 8.50 | 6.25 | 4.25 | 2.00 | 0.00 |
| 36 | 25.48 | 25.22 | 24.70 | 24.44 | 23.92 | 23.66 | 23.14 | 22.88 | 22.36 | 22.10 | 19.76 | 17.68 | 15.34 | 13.26 | 10.92 | 8.84 | 6.50 | 4.42 | 2.08 | 0.00 |
| 37 | 26.46 | 26.19 | 25.65 | 25.38 | 24.84 | 24.57 | 24.03 | 23.49 | 23.22 | 22.68 | 20.25 | 18.09 | 15.66 | 13.50 | 11.34 | 8.91 | 6.75 | 4.32 | 2.16 | 0.00 |
| 38 | 27.44 | 27.16 | 26.60 | 26.04 | 25.76 | 25.20 | 24.92 | 24.36 | 23.80 | 23.52 | 21.00 | 18.76 | 16.24 | 14.00 | 11.76 | 9.24 | 7.00 | 4.48 | 2.24 | 0.00 |
| 39 | 27.44 | 26.88 | 26.60 | 26.04 | 25.76 | 25.20 | 24.64 | 24.36 | 23.80 | 23.24 | 20.72 | 18.48 | 16.24 | 13.72 | 11.48 | 9.24 | 6.72 | 4.48 | 2.24 | 0.00 |
| 40 | 28.42 | 27.84 | 27.55 | 26.97 | 26.39 | 26.10 | 25.52 | 24.94 | 24.36 | 24.07 | 21.46 | 19.14 | 16.82 | 14.21 | 11.89 | 9.57 | 6.96 | 4.64 | 2.32 | 0.00 |
| 41 | 29.40 | 28.80 | 28.50 | 27.90 | 27.30 | 26.70 | 26.40 | 25.80 | 25.20 | 24.60 | 21.90 | 19.50 | 17.10 | 14.70 | 12.30 | 9.60 | 7.20 | 4.80 | 2.40 | 0.00 |
| 42 | 30.38 | 29.76 | 29.14 | 28.83 | 28.21 | 27.59 | 26.97 | 26.35 | 25.73 | 25.42 | 22.63 | 20.15 | 17.67 | 15.19 | 12.71 | 9.92 | 7.44 | 4.96 | 2.48 | 0.00 |
| 43 | 31.36 | 30.72 | 30.08 | 29.44 | 29.12 | 28.48 | 27.84 | 27.20 | 26.56 | 25.92 | 23.04 | 20.48 | 17.92 | 15.36 | 12.80 | 10.24 | 7.68 | 5.12 | 2.56 | 0.00 |
| 44 | 32.34 | 31.68 | 31.02 | 30.36 | 29.70 | 29.04 | 28.38 | 27.72 | 27.06 | 26.40 | 23.76 | 21.12 | 18.48 | 15.84 | 13.20 | 10.56 | 7.92 | 5.28 | 2.64 | 0.00 |
| 45 | 34.30 | 33.60 | 32.90 | 32.20 | 31.50 | 30.80 | 30.10 | 29.40 | 28.70 | 28.00 | 25.20 | 22.40 | 19.60 | 16.80 | 14.00 | 11.20 | 8.40 | 5.60 | 2.80 | 0.00 |
| 46 | 35.28 | 34.56 | 33.84 | 33.12 | 32.40 | 31.68 | 30.96 | 29.88 | 29.16 | 28.44 | 25.56 | 22.68 | 19.80 | 16.92 | 14.04 | 11.16 | 8.28 | 5.40 | 2.52 | 0.00 |
| 47 | 36.26 | 35.52 | 34.78 | 33.67 | 32.93 | 32.19 | 31.45 | 30.71 | 29.97 | 29.23 | 26.27 | 23.31 | 20.35 | 17.39 | 14.43 | 11.47 | 8.51 | 5.55 | 2.59 | 0.00 |
| 48 | 36.86 | 36.10 | 35.34 | 34.58 | 33.82 | 33.06 | 32.30 | 31.16 | 30.40 | 29.64 | 26.60 | 23.56 | 20.52 | 17.48 | 14.82 | 11.78 | 8.74 | 5.70 | 2.66 | 0.00 |
| 49 | 38.80 | 38.00 | 37.20 | 36.40 | 35.60 | 34.40 | 33.60 | 32.80 | 32.00 | 31.20 | 28.00 | 24.80 | 21.60 | 18.40 | 15.60 | 12.40 | 9.20 | 6.00 | 2.80 | 0.00 |
| 50 | 39.77 | 38.95 | 38.13 | 37.31 | 36.08 | 35.26 | 34.44 | 33.21 | 32.39 | 31.57 | 28.29 | 25.01 | 21.73 | 18.86 | 15.58 | 12.30 | 9.43 | 6.15 | 2.87 | 0.00 |
| 51 | 41.71 | 40.85 | 39.99 | 38.70 | 37.84 | 36.98 | 35.69 | 34.83 | 33.97 | 32.68 | 29.24 | 25.80 | 22.79 | 19.35 | 16.34 | 12.90 | 9.46 | 6.45 | 3.01 | 0.00 |
| 52 | 43.65 | 42.75 | 41.40 | 40.50 | 39.60 | 38.25 | 37.35 | 36.45 | 35.10 | 34.20 | 30.60 | 27.00 | 23.85 | 20.25 | 17.10 | 13.50 | 9.90 | 6.75 | 3.15 | 0.00 |
| 53 | 44.62 | 43.70 | 42.32 | 41.40 | 40.02 | 39.10 | 37.72 | 36.80 | 35.88 | 34.50 | 30.82 | 27.60 | 23.92 | 20.70 | 17.02 | 13.80 | 10.12 | 6.90 | 3.22 | 0.00 |
| 54 | 46.56 | 45.60 | 44.16 | 43.20 | 41.76 | 40.80 | 39.36 | 38.40 | 36.96 | 36.00 | 32.16 | 28.80 | 24.96 | 21.60 | 17.76 | 14.40 | 10.56 | 7.20 | 3.36 | 0.00 |
| 55 | 48.50 | 47.00 | 46.00 | 44.50 | 43.50 | 42.00 | 41.00 | 39.50 | 38.50 | 37.00 | 33.00 | 29.50 | 25.50 | 22.00 | 18.50 | 14.50 | 11.00 | 7.00 | 3.50 | 0.00 |
| 56 | 48.50 | 47.00 | 46.00 | 44.50 | 43.00 | 42.00 | 40.50 | 39.50 | 38.00 | 37.00 | 33.00 | 29.50 | 25.50 | 22.00 | 18.50 | 14.50 | 11.00 | 7.00 | 3.50 | 0.00 |
| 57 | 48.50 | 47.00 | 45.50 | 44.50 | 43.00 | 41.50 | 40.50 | 39.00 | 38.00 | 36.50 | 32.50 | 29.00 | 25.50 | 21.50 | 18.00 | 14.50 | 10.50 | 7.00 | 3.50 | 0.00 |
| 58 | 48.50 | 47.00 | 45.50 | 44.00 | 43.00 | 41.50 | 40.00 | 39.00 | 37.50 | 36.00 | 32.00 | 28.50 | 25.00 | 21.50 | 18.00 | 14.00 | 10.50 | 7.00 | 3.50 | 0.00 |
| 59 | 48.50 | 47.00 | 45.50 | 44.00 | 42.50 | 41.50 | 40.00 | 38.50 | 37.50 | 36.00 | 32.00 | 28.50 | 25.00 | 21.50 | 18.00 | 14.00 | 10.50 | 7.00 | 3.50 | 0.00 |
| 60 | 48.50 | 47.00 | 45.50 | 44.00 | 42.50 | 41.00 | 40.00 | 38.50 | 37.00 | 35.50 | 31.50 | 28.00 | 24.50 | 21.00 | 17.50 | 14.00 | 10.50 | 7.00 | 3.50 | 0.00 |
| 61 | 48.00 | 46.50 | 45.50 | 44.00 | 42.50 | 41.00 | 39.50 | 38.00 | 36.50 | 35.50 | 31.50 | 28.00 | 24.50 | 21.00 | 17.50 | 14.00 | 10.50 | 7.00 | 3.50 | 0.00 |
| 62 | 48.00 | 46.50 | 45.00 | 43.50 | 42.50 | 41.00 | 39.50 | 38.00 | 36.50 | 35.00 | 31.50 | 28.00 | 24.50 | 21.00 | 17.50 | 14.00 | 10.50 | 7.00 | 3.50 | 0.00 |
| 63 | 48.00 | 46.50 | 45.00 | 43.50 | 42.00 | 40.50 | 39.00 | 37.50 | 36.00 | 34.50 | 31.00 | 27.50 | 24.00 | 20.50 | 17.00 | 13.50 | 10.00 | 6.50 | 3.00 | 0.00 |
| 64 | 48.00 | 46.50 | 45.00 | 43.50 | 42.00 | 40.50 | 38.50 | 37.00 | 35.50 | 34.00 | 30.50 | 27.00 | 23.50 | 20.00 | 17.00 | 13.50 | 10.00 | 6.50 | 3.00 | 0.00 |
| 65 | 48.00 | 46.50 | 45.00 | 43.50 | 41.50 | 40.00 | 38.50 | 36.50 | 35.00 | 33.50 | 30.00 | 26.50 | 23.00 | 20.00 | 16.50 | 13.00 | 10.00 | 6.50 | 3.00 | 0.00 |
| 66 | 48.00 | 46.50 | 44.50 | 43.00 | 41.50 | 39.50 | 38.00 | 36.50 | 34.50 | 33.00 | 29.50 | 26.00 | 23.00 | 19.50 | 16.50 | | | | | |

Exhibit A
Policy Form NWLA-444-M2

Surrender Charges for Male Non-Tobacco

| Issue | Duration | | | | | | | | | | | | | | | | | | | |
|-------|----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------|------|------|
| Age | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 18 | 15.84 | 15.68 | 15.52 | 15.36 | 15.36 | 15.20 | 15.04 | 14.88 | 14.72 | 14.56 | 12.96 | 11.52 | 10.08 | 8.64 | 7.20 | 5.76 | 4.32 | 2.88 | 1.44 | 0.00 |
| 19 | 15.84 | 15.68 | 15.52 | 15.36 | 15.36 | 15.20 | 15.04 | 14.88 | 14.72 | 14.56 | 12.96 | 11.52 | 10.08 | 8.64 | 7.20 | 5.76 | 4.32 | 2.88 | 1.44 | 0.00 |
| 20 | 15.84 | 15.68 | 15.52 | 15.36 | 15.20 | 15.20 | 15.04 | 14.88 | 14.72 | 14.56 | 12.96 | 11.52 | 10.08 | 8.64 | 7.20 | 5.76 | 4.32 | 2.88 | 1.44 | 0.00 |
| 21 | 15.84 | 15.68 | 15.52 | 15.36 | 15.20 | 15.04 | 15.04 | 14.88 | 14.72 | 14.56 | 12.96 | 11.52 | 10.08 | 8.64 | 7.20 | 5.76 | 4.32 | 2.88 | 1.44 | 0.00 |
| 22 | 16.83 | 16.66 | 16.49 | 16.32 | 16.15 | 15.98 | 15.81 | 15.64 | 15.47 | 15.30 | 13.77 | 12.24 | 10.71 | 9.18 | 7.65 | 6.12 | 4.59 | 3.06 | 1.53 | 0.00 |
| 23 | 16.83 | 16.66 | 16.49 | 16.32 | 16.15 | 15.98 | 15.81 | 15.64 | 15.47 | 15.30 | 13.77 | 12.24 | 10.71 | 9.18 | 7.65 | 6.12 | 4.59 | 3.06 | 1.53 | 0.00 |
| 24 | 16.83 | 16.66 | 16.49 | 16.32 | 16.15 | 15.98 | 15.81 | 15.64 | 15.47 | 15.30 | 13.77 | 12.24 | 10.71 | 9.18 | 7.65 | 6.12 | 4.59 | 3.06 | 1.53 | 0.00 |
| 25 | 17.82 | 17.64 | 17.46 | 17.28 | 17.10 | 16.92 | 16.74 | 16.56 | 16.20 | 16.02 | 14.40 | 12.78 | 11.16 | 9.54 | 7.92 | 6.30 | 4.68 | 3.06 | 1.44 | 0.00 |
| 26 | 17.82 | 17.64 | 17.46 | 17.28 | 17.10 | 16.92 | 16.56 | 16.38 | 16.20 | 16.02 | 14.40 | 12.78 | 11.16 | 9.54 | 7.92 | 6.30 | 4.68 | 3.06 | 1.44 | 0.00 |
| 27 | 17.82 | 17.64 | 17.46 | 17.10 | 16.92 | 16.74 | 16.56 | 16.38 | 16.20 | 16.02 | 14.40 | 12.78 | 11.16 | 9.54 | 7.92 | 6.30 | 4.68 | 3.06 | 1.44 | 0.00 |
| 28 | 18.81 | 18.43 | 18.24 | 18.05 | 17.86 | 17.67 | 17.48 | 17.29 | 16.91 | 16.72 | 15.01 | 13.30 | 11.59 | 9.88 | 8.36 | 6.65 | 4.94 | 3.23 | 1.52 | 0.00 |
| 29 | 18.62 | 18.43 | 18.24 | 18.05 | 17.86 | 17.67 | 17.48 | 17.10 | 16.91 | 16.72 | 15.01 | 13.30 | 11.59 | 9.88 | 8.36 | 6.65 | 4.94 | 3.23 | 1.52 | 0.00 |
| 30 | 18.62 | 18.43 | 18.24 | 18.05 | 17.86 | 17.67 | 17.29 | 17.10 | 16.91 | 16.53 | 14.82 | 13.11 | 11.40 | 9.88 | 8.17 | 6.46 | 4.94 | 3.23 | 1.52 | 0.00 |
| 31 | 19.60 | 19.40 | 19.20 | 19.00 | 18.80 | 18.40 | 18.20 | 18.00 | 17.60 | 17.40 | 15.60 | 13.80 | 12.00 | 10.40 | 8.60 | 6.80 | 5.20 | 3.40 | 1.60 | 0.00 |
| 32 | 19.60 | 19.40 | 19.20 | 19.00 | 18.60 | 18.40 | 18.20 | 17.80 | 17.60 | 17.20 | 15.40 | 13.60 | 12.00 | 10.20 | 8.60 | 6.80 | 5.00 | 3.40 | 1.60 | 0.00 |
| 33 | 20.58 | 20.37 | 20.16 | 19.74 | 19.53 | 19.32 | 18.90 | 18.69 | 18.27 | 18.06 | 16.17 | 14.28 | 12.60 | 10.71 | 9.03 | 7.14 | 5.25 | 3.57 | 1.68 | 0.00 |
| 34 | 20.58 | 20.37 | 20.16 | 19.74 | 19.53 | 19.11 | 18.90 | 18.48 | 18.27 | 17.85 | 15.96 | 14.28 | 12.39 | 10.71 | 8.82 | 7.14 | 5.25 | 3.57 | 1.68 | 0.00 |
| 35 | 21.56 | 21.34 | 20.90 | 20.68 | 20.46 | 20.02 | 19.80 | 19.36 | 19.14 | 18.70 | 16.72 | 14.96 | 12.98 | 11.22 | 9.24 | 7.48 | 5.50 | 3.74 | 1.76 | 0.00 |
| 36 | 21.56 | 21.34 | 20.90 | 20.68 | 20.24 | 20.02 | 19.58 | 19.36 | 18.92 | 18.70 | 16.72 | 14.96 | 12.98 | 11.22 | 9.24 | 7.48 | 5.50 | 3.74 | 1.76 | 0.00 |
| 37 | 22.54 | 22.31 | 21.85 | 21.62 | 21.16 | 20.93 | 20.47 | 20.01 | 19.78 | 19.32 | 17.25 | 15.41 | 13.34 | 11.50 | 9.66 | 7.59 | 5.75 | 3.68 | 1.84 | 0.00 |
| 38 | 23.52 | 23.28 | 22.80 | 22.32 | 22.08 | 21.60 | 21.36 | 20.88 | 20.40 | 20.16 | 18.00 | 16.08 | 13.92 | 12.00 | 10.08 | 7.92 | 6.00 | 3.84 | 1.92 | 0.00 |
| 39 | 23.52 | 23.04 | 22.80 | 22.32 | 22.08 | 21.60 | 21.12 | 20.88 | 20.40 | 19.92 | 17.76 | 15.84 | 13.92 | 11.76 | 9.84 | 7.92 | 5.76 | 3.84 | 1.92 | 0.00 |
| 40 | 24.50 | 24.00 | 23.75 | 23.25 | 22.75 | 22.50 | 22.00 | 21.50 | 21.00 | 20.75 | 18.50 | 16.50 | 14.50 | 12.25 | 10.25 | 8.25 | 6.00 | 4.00 | 2.00 | 0.00 |
| 41 | 25.48 | 24.96 | 24.70 | 24.18 | 23.66 | 23.14 | 22.88 | 22.36 | 21.84 | 21.32 | 18.98 | 16.90 | 14.82 | 12.74 | 10.66 | 8.32 | 6.24 | 4.16 | 2.08 | 0.00 |
| 42 | 25.48 | 24.96 | 24.44 | 24.18 | 23.66 | 23.14 | 22.62 | 22.10 | 21.58 | 21.32 | 18.98 | 16.90 | 14.82 | 12.74 | 10.66 | 8.32 | 6.24 | 4.16 | 2.08 | 0.00 |
| 43 | 26.46 | 25.92 | 25.38 | 24.84 | 24.57 | 24.03 | 23.49 | 22.95 | 22.41 | 21.87 | 19.44 | 17.28 | 15.12 | 12.96 | 10.80 | 8.64 | 6.48 | 4.32 | 2.16 | 0.00 |
| 44 | 27.44 | 26.88 | 26.32 | 25.76 | 25.20 | 24.64 | 24.08 | 23.52 | 22.96 | 22.40 | 20.16 | 17.92 | 15.68 | 13.44 | 11.20 | 8.96 | 6.72 | 4.48 | 2.24 | 0.00 |
| 45 | 28.42 | 27.84 | 27.26 | 26.68 | 26.10 | 25.52 | 24.94 | 24.36 | 23.78 | 23.20 | 20.88 | 18.56 | 16.24 | 13.92 | 11.60 | 9.28 | 6.96 | 4.64 | 2.32 | 0.00 |
| 46 | 29.40 | 28.80 | 28.20 | 27.60 | 27.00 | 26.40 | 25.80 | 24.90 | 24.30 | 23.70 | 21.30 | 18.90 | 16.50 | 14.10 | 11.70 | 9.30 | 6.90 | 4.50 | 2.10 | 0.00 |
| 47 | 30.38 | 29.76 | 29.14 | 28.21 | 27.59 | 26.97 | 26.35 | 25.73 | 25.11 | 24.49 | 22.01 | 19.53 | 17.05 | 14.57 | 12.09 | 9.61 | 7.13 | 4.65 | 2.17 | 0.00 |
| 48 | 31.04 | 30.40 | 29.76 | 29.12 | 28.48 | 27.84 | 27.20 | 26.24 | 25.60 | 24.96 | 22.40 | 19.84 | 17.28 | 14.72 | 12.48 | 9.92 | 7.36 | 4.80 | 2.24 | 0.00 |
| 49 | 32.01 | 31.35 | 30.69 | 30.03 | 29.37 | 28.38 | 27.72 | 27.06 | 26.40 | 25.74 | 23.10 | 20.46 | 17.82 | 15.18 | 12.87 | 10.23 | 7.59 | 4.95 | 2.31 | 0.00 |
| 50 | 32.98 | 32.30 | 31.62 | 30.94 | 29.92 | 29.24 | 28.56 | 27.54 | 26.86 | 26.18 | 23.46 | 20.74 | 18.02 | 15.64 | 12.92 | 10.20 | 7.82 | 5.10 | 2.38 | 0.00 |
| 51 | 33.95 | 33.25 | 32.55 | 31.50 | 30.80 | 30.10 | 29.05 | 28.35 | 27.65 | 26.60 | 23.80 | 21.00 | 18.55 | 15.75 | 13.30 | 10.50 | 7.70 | 5.25 | 2.45 | 0.00 |
| 52 | 35.89 | 35.15 | 34.04 | 33.30 | 32.56 | 31.45 | 30.71 | 29.97 | 28.86 | 28.12 | 25.16 | 22.20 | 19.61 | 16.65 | 14.06 | 11.10 | 8.14 | 5.55 | 2.59 | 0.00 |
| 53 | 36.86 | 36.10 | 34.96 | 34.20 | 33.06 | 32.30 | 31.16 | 30.40 | 29.64 | 28.50 | 25.46 | 22.80 | 19.76 | 17.10 | 14.06 | 11.40 | 8.36 | 5.70 | 2.66 | 0.00 |
| 54 | 38.80 | 38.00 | 36.80 | 36.00 | 34.80 | 34.00 | 32.80 | 32.00 | 30.80 | 30.00 | 26.80 | 24.00 | 20.80 | 18.00 | 14.80 | 12.00 | 8.80 | 6.00 | 2.80 | 0.00 |
| 55 | 39.77 | 38.54 | 37.72 | 36.49 | 35.67 | 34.44 | 33.62 | 32.39 | 31.57 | 30.34 | 27.06 | 24.19 | 20.91 | 18.04 | 15.17 | 11.89 | 9.02 | 5.74 | 2.87 | 0.00 |
| 56 | 41.71 | 40.42 | 39.56 | 38.27 | 36.98 | 36.12 | 34.83 | 33.97 | 32.68 | 31.82 | 28.38 | 25.37 | 21.93 | 18.92 | 15.91 | 12.47 | 9.46 | 6.02 | 3.01 | 0.00 |
| 57 | 43.65 | 42.30 | 40.95 | 40.05 | 38.70 | 37.35 | 36.45 | 35.10 | 34.20 | 32.85 | 29.25 | 26.10 | 22.95 | 19.35 | 16.20 | 13.05 | 9.45 | 6.30 | 3.15 | 0.00 |
| 58 | 45.59 | 44.18 | 42.77 | 41.36 | 40.42 | 39.01 | 37.60 | 36.66 | 35.25 | 33.84 | 30.08 | 26.79 | 23.50 | 20.21 | 16.92 | 13.16 | 9.87 | 6.58 | 3.29 | 0.00 |
| 59 | 47.53 | 46.06 | 44.59 | 43.12 | 41.65 | 40.67 | 39.20 | 37.73 | 36.75 | 35.28 | 31.36 | 27.93 | 24.50 | 21.07 | 17.64 | 13.72 | 10.29 | 6.86 | 3.43 | 0.00 |
| 60 | 48.50 | 47.00 | 45.50 | 44.00 | 42.50 | 41.00 | 40.00 | 38.50 | 37.00 | 35.50 | 31.50 | 28.00 | 24.50 | 21.00 | 17.50 | 14.00 | 10.50 | 7.00 | 3.50 | 0.00 |
| 61 | 48.00 | 46.50 | 45.50 | 44.00 | 42.50 | 41.00 | 39.50 | 38.00 | 36.50 | 35.50 | 31.50 | 28.00 | 24.50 | 21.00 | 17.50 | 14.00 | 10.50 | 7.00 | 3.50 | 0.00 |
| 62 | 48.00 | 46.50 | 45.00 | 43.50 | 42.50 | 41.00 | 39.50 | 38.00 | 36.50 | 35.00 | 31.50 | 28.00 | 24.50 | 21.00 | 17.50 | 14.00 | 10.50 | 7.00 | 3.50 | 0.00 |
| 63 | 48.00 | 46.50 | 45.00 | 43.50 | 42.00 | 40.50 | 39.00 | 37.50 | 36.00 | 34.50 | 31.00 | 27.50 | 24.00 | 20.50 | 17.00 | 13.50 | 10.00 | 6.50 | 3.00 | 0.00 |
| 64 | 48.00 | 46.50 | 45.00 | 43.50 | 42.00 | 40.50 | 38.50 | 37.00 | 35.50 | 34.00 | 30.50 | 27.00 | 23.50 | 20.00 | 17.00 | 13.50 | 10.00 | 6.50 | 3.00 | 0.00 |
| 65 | 48.00 | 46.50 | 45.00 | 43.50 | 41.50 | 40.00 | 38.50 | 36.50 | 35.00 | 33.50 | 30.00 | 26.50 | 23.00 | 20.00 | 16.50 | 13.00 | 10.00 | 6.50 | 3.00 | 0.00 |
| 66 | 48.00 | 46.50 | 44.50 | 43.00 | 41.50 | 39.50 | 38.00 | 36.50 | 34.50 | 33.00 | 29.50 | 26.00 | 23.00 | 19.50 | 16.50 | 13.00 | 9.50 | 6.50 | 3.00 | 0.00 |
| 67 | 48.00 | 46.50 | 44.50 | 43.00 | 41.00 | 39.50 | 37.50 | 36.00 | 34.00 | 32.50 | 29.00 | 26.00 | 22.50 | 19.50 | 16.00 | 13.00 | 9.50 | 6.50 | 3.00 | 0.00 |
| 68 | 48.00 | 46.00 | 44.50 | 42.50 | 40.50 | 39.00 | 37.00 | 35.50 | 34.00 | 32.00 | 28.50 | 25.50 | 22.00 | 19.00 | 16.00 | 12.50 | 9.50 | 6.00 | 3.00 | 0.00 |
| 69 | 48.00 | 46.00 | 44.00 | 42.00 | 40.50 | 38.50 | 37.00 | 35.00 | 33.50 | 31.50 | 28.00 | 25.00 | 22.00 | 18.50 | 15.50 | 12.50 | 9.00 | 6.00 | 3.00 | 0.00 |
| 70 | 48.00 | 46.00 | 44.00 | 42.00 | 40.00 | 38.50 | 36.50 | 34.50 | 33.00 | 31.00 | 27.50 | 24.50 | 21.50 | 18.50 | 15.50 | 12.00 | 9.00 | 6.00 | 3.00 | 0.00 |
| 71 | 47.50 | 45.50 | 43.50 | 42.00 | 40.00 | 38.00 | 36.00 | 34.00 | 32.50 | 30.50 | 27.00 | 24.00 | 21.00 | 18.00 | 15.00 | 12.00 | 9.00 | 6.00 | 3.00 | 0.00 |
| 72 | 47.50 | 45.50 | 43.50 | 41.50 | 39.50 | 37.50 | 35.50 | 34.00 | 32.00 | 30.50 | 27.00 | 24.00 | 21.00 | 18.00 | 15.00 | 12.00 | 9.00 | 6.00 | 3.00 | 0.00 |
| 73 | 47.50 | 45.50 | 43.50 | 41.50 | 39.00 | 37.00 | 35.50 | 33.50 | 31.50 | 30.00 | 27.00 | 24.00 | 21.00 | 18.00 | 15.00 | 12.00 | 9.00 | 6.00 | 3.00 | 0.00 |
| 74 | 47.50 | 45.50 | 43.00 | 41.00 | 39.00 | 37.00 | 35.00 | 33.00 | 31.00 | 29.50 | 26.50 | 23.50 | 20.50 | 17.50 | 14.50 | 11.50 | 8.50 | 5.50 | 2.50 | 0.00 |
| 75 | 47.50 | 45.00 | 43.00 | 40.50 | 38.50 | 36.50 | 34.50 | 32.50 | 31.00 | 29.00 | 26.00 | 23.00 | 20.00 | 17.00 | 14.50 | 11.50 | 8.50 | 5.50 | 2.50 | 0.00 |

Exhibit A
Policy Form NWLA-444-M2

Surrender Charges for Female Tobacco

| Issue Age | Duration | | | | | | | | | | | | | | | | | | | |
|--------------|----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------|------|------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 18 | 15.84 | 15.68 | 15.52 | 15.36 | 15.36 | 15.20 | 15.04 | 14.88 | 14.72 | 14.56 | 12.96 | 11.52 | 10.08 | 8.64 | 7.20 | 5.76 | 4.32 | 2.88 | 1.44 | 0.00 |
| 19 | 16.83 | 16.66 | 16.49 | 16.32 | 16.32 | 16.15 | 15.98 | 15.81 | 15.64 | 15.47 | 13.77 | 12.24 | 10.71 | 9.18 | 7.65 | 6.12 | 4.59 | 3.06 | 1.53 | 0.00 |
| 20 | 16.83 | 16.66 | 16.49 | 16.32 | 16.15 | 16.15 | 15.98 | 15.81 | 15.64 | 15.47 | 13.77 | 12.24 | 10.71 | 9.18 | 7.65 | 6.12 | 4.59 | 3.06 | 1.53 | 0.00 |
| 21 | 16.83 | 16.66 | 16.49 | 16.32 | 16.15 | 15.98 | 15.98 | 15.81 | 15.64 | 15.47 | 13.77 | 12.24 | 10.71 | 9.18 | 7.65 | 6.12 | 4.59 | 3.06 | 1.53 | 0.00 |
| 22 | 16.83 | 16.66 | 16.49 | 16.32 | 16.15 | 15.98 | 15.81 | 15.64 | 15.47 | 15.30 | 13.77 | 12.24 | 10.71 | 9.18 | 7.65 | 6.12 | 4.59 | 3.06 | 1.53 | 0.00 |
| 23 | 17.82 | 17.64 | 17.46 | 17.28 | 17.10 | 16.92 | 16.74 | 16.56 | 16.38 | 16.20 | 14.58 | 12.96 | 11.34 | 9.72 | 8.10 | 6.48 | 4.86 | 3.24 | 1.62 | 0.00 |
| 24 | 17.82 | 17.64 | 17.46 | 17.28 | 17.10 | 16.92 | 16.74 | 16.56 | 16.38 | 16.20 | 14.58 | 12.96 | 11.34 | 9.72 | 8.10 | 6.48 | 4.86 | 3.24 | 1.62 | 0.00 |
| 25 | 18.81 | 18.62 | 18.43 | 18.24 | 18.05 | 17.86 | 17.67 | 17.48 | 17.10 | 16.91 | 15.20 | 13.49 | 11.78 | 10.07 | 8.36 | 6.65 | 4.94 | 3.23 | 1.52 | 0.00 |
| 26 | 18.81 | 18.62 | 18.43 | 18.24 | 18.05 | 17.86 | 17.48 | 17.29 | 17.10 | 16.91 | 15.20 | 13.49 | 11.78 | 10.07 | 8.36 | 6.65 | 4.94 | 3.23 | 1.52 | 0.00 |
| 27 | 18.81 | 18.62 | 18.43 | 18.05 | 17.86 | 17.67 | 17.48 | 17.29 | 17.10 | 16.91 | 15.20 | 13.49 | 11.78 | 10.07 | 8.36 | 6.65 | 4.94 | 3.23 | 1.52 | 0.00 |
| 28 | 19.80 | 19.40 | 19.20 | 19.00 | 18.80 | 18.60 | 18.40 | 18.20 | 17.80 | 17.60 | 15.80 | 14.00 | 12.20 | 10.40 | 8.80 | 7.00 | 5.20 | 3.40 | 1.60 | 0.00 |
| 29 | 19.60 | 19.40 | 19.20 | 19.00 | 18.80 | 18.60 | 18.40 | 18.00 | 17.80 | 17.60 | 15.80 | 14.00 | 12.20 | 10.40 | 8.80 | 7.00 | 5.20 | 3.40 | 1.60 | 0.00 |
| 30 | 20.58 | 20.37 | 20.16 | 19.95 | 19.74 | 19.53 | 19.11 | 18.90 | 18.69 | 18.27 | 16.38 | 14.49 | 12.60 | 10.92 | 9.03 | 7.14 | 5.46 | 3.57 | 1.68 | 0.00 |
| 31 | 20.58 | 20.37 | 20.16 | 19.95 | 19.74 | 19.32 | 19.11 | 18.90 | 18.48 | 18.27 | 16.38 | 14.49 | 12.60 | 10.92 | 9.03 | 7.14 | 5.46 | 3.57 | 1.68 | 0.00 |
| 32 | 21.56 | 21.34 | 21.12 | 20.90 | 20.46 | 20.24 | 20.02 | 19.58 | 19.36 | 18.92 | 16.94 | 14.96 | 13.20 | 11.22 | 9.46 | 7.48 | 5.50 | 3.74 | 1.76 | 0.00 |
| 33 | 21.56 | 21.34 | 21.12 | 20.68 | 20.46 | 20.24 | 19.80 | 19.58 | 19.14 | 18.92 | 16.94 | 14.96 | 13.20 | 11.22 | 9.46 | 7.48 | 5.50 | 3.74 | 1.76 | 0.00 |
| 34 | 22.54 | 22.31 | 22.08 | 21.62 | 21.39 | 20.93 | 20.70 | 20.24 | 20.01 | 19.55 | 17.48 | 15.64 | 13.57 | 11.73 | 9.66 | 7.82 | 5.75 | 3.91 | 1.84 | 0.00 |
| 35 | 22.54 | 22.31 | 21.85 | 21.62 | 21.39 | 20.93 | 20.70 | 20.24 | 20.01 | 19.55 | 17.48 | 15.64 | 13.57 | 11.73 | 9.66 | 7.82 | 5.75 | 3.91 | 1.84 | 0.00 |
| 36 | 23.52 | 23.28 | 22.80 | 22.56 | 22.08 | 21.84 | 21.36 | 21.12 | 20.64 | 20.40 | 18.24 | 16.32 | 14.16 | 12.24 | 10.08 | 8.16 | 6.00 | 4.08 | 1.92 | 0.00 |
| 37 | 24.50 | 24.25 | 23.75 | 23.50 | 23.00 | 22.75 | 22.25 | 21.75 | 21.50 | 21.00 | 18.75 | 16.75 | 14.50 | 12.50 | 10.50 | 8.25 | 6.25 | 4.00 | 2.00 | 0.00 |
| 38 | 24.50 | 24.25 | 23.75 | 23.25 | 23.00 | 22.50 | 22.25 | 21.75 | 21.25 | 21.00 | 18.75 | 16.75 | 14.50 | 12.50 | 10.50 | 8.25 | 6.25 | 4.00 | 2.00 | 0.00 |
| 39 | 25.48 | 24.96 | 24.70 | 24.18 | 23.92 | 23.40 | 22.88 | 22.62 | 22.10 | 21.58 | 19.24 | 17.16 | 15.08 | 12.74 | 10.66 | 8.58 | 6.24 | 4.16 | 2.08 | 0.00 |
| 40 | 26.46 | 25.92 | 25.65 | 25.11 | 24.57 | 24.30 | 23.76 | 23.22 | 22.68 | 22.41 | 19.98 | 17.82 | 15.66 | 13.23 | 11.07 | 8.91 | 6.48 | 4.32 | 2.16 | 0.00 |
| 41 | 27.44 | 26.88 | 26.60 | 26.04 | 25.48 | 24.92 | 24.64 | 24.08 | 23.52 | 22.96 | 20.44 | 18.20 | 15.96 | 13.72 | 11.48 | 8.96 | 6.72 | 4.48 | 2.24 | 0.00 |
| 42 | 28.42 | 27.84 | 27.26 | 26.97 | 26.39 | 25.81 | 25.23 | 24.65 | 24.07 | 23.78 | 21.17 | 18.85 | 16.53 | 14.21 | 11.89 | 9.28 | 6.96 | 4.64 | 2.32 | 0.00 |
| 43 | 28.42 | 27.84 | 27.26 | 26.68 | 26.39 | 25.81 | 25.23 | 24.65 | 24.07 | 23.49 | 20.88 | 18.56 | 16.24 | 13.92 | 11.60 | 9.28 | 6.96 | 4.64 | 2.32 | 0.00 |
| 44 | 29.40 | 28.80 | 28.20 | 27.60 | 27.00 | 26.40 | 25.80 | 25.20 | 24.60 | 24.00 | 21.60 | 19.20 | 16.80 | 14.40 | 12.00 | 9.60 | 7.20 | 4.80 | 2.40 | 0.00 |
| 45 | 30.38 | 29.76 | 29.14 | 28.52 | 27.90 | 27.28 | 26.66 | 26.04 | 25.42 | 24.80 | 22.32 | 19.84 | 17.36 | 14.88 | 12.40 | 9.92 | 7.44 | 4.96 | 2.48 | 0.00 |
| 46 | 32.34 | 31.68 | 31.02 | 30.36 | 29.70 | 29.04 | 28.38 | 27.39 | 26.73 | 26.07 | 23.43 | 20.79 | 18.15 | 15.51 | 12.87 | 10.23 | 7.59 | 4.95 | 2.31 | 0.00 |
| 47 | 33.32 | 32.64 | 31.96 | 30.94 | 30.26 | 29.58 | 28.90 | 28.22 | 27.54 | 26.86 | 24.14 | 21.42 | 18.70 | 15.98 | 13.26 | 10.54 | 7.82 | 5.10 | 2.38 | 0.00 |
| 48 | 33.95 | 33.25 | 32.55 | 31.85 | 31.15 | 30.45 | 29.75 | 28.70 | 28.00 | 27.30 | 24.50 | 21.70 | 18.90 | 16.10 | 13.65 | 10.85 | 8.05 | 5.25 | 2.45 | 0.00 |
| 49 | 34.92 | 34.20 | 33.48 | 32.76 | 32.04 | 30.96 | 30.24 | 29.52 | 28.80 | 28.08 | 25.20 | 22.32 | 19.44 | 16.56 | 14.04 | 11.16 | 8.28 | 5.40 | 2.52 | 0.00 |
| 50 | 35.89 | 35.15 | 34.41 | 33.67 | 32.56 | 31.82 | 31.08 | 29.97 | 29.23 | 28.49 | 25.53 | 22.57 | 19.61 | 17.02 | 14.06 | 11.10 | 8.51 | 5.55 | 2.59 | 0.00 |
| 51 | 37.83 | 37.05 | 36.27 | 35.10 | 34.32 | 33.54 | 32.37 | 31.59 | 30.81 | 29.64 | 26.52 | 23.40 | 20.67 | 17.55 | 14.82 | 11.70 | 8.58 | 5.85 | 2.73 | 0.00 |
| 52 | 38.80 | 38.00 | 36.80 | 36.00 | 35.20 | 34.00 | 33.20 | 32.40 | 31.20 | 30.40 | 27.20 | 24.00 | 21.20 | 18.00 | 15.20 | 12.00 | 8.80 | 6.00 | 2.80 | 0.00 |
| 53 | 40.74 | 39.90 | 38.64 | 37.80 | 36.54 | 35.70 | 34.44 | 33.60 | 32.76 | 31.50 | 28.14 | 25.20 | 21.84 | 18.90 | 15.54 | 12.60 | 9.24 | 6.30 | 2.94 | 0.00 |
| 54 | 41.71 | 40.85 | 39.56 | 38.70 | 37.41 | 36.55 | 35.26 | 34.40 | 33.11 | 32.25 | 28.81 | 25.80 | 22.36 | 19.35 | 15.91 | 12.90 | 9.46 | 6.45 | 3.01 | 0.00 |
| 55 | 43.65 | 42.30 | 41.40 | 40.05 | 39.15 | 37.80 | 36.90 | 35.55 | 34.65 | 33.30 | 29.70 | 26.55 | 22.95 | 19.80 | 16.65 | 13.05 | 9.90 | 6.30 | 3.15 | 0.00 |
| 56 | 45.59 | 44.18 | 43.24 | 41.83 | 40.42 | 39.48 | 38.07 | 37.13 | 35.72 | 34.78 | 31.02 | 27.73 | 23.97 | 20.68 | 17.39 | 13.63 | 10.34 | 6.58 | 3.29 | 0.00 |
| 57 | 46.56 | 45.12 | 43.68 | 42.72 | 41.28 | 39.84 | 38.88 | 37.44 | 36.48 | 35.04 | 31.20 | 27.84 | 24.48 | 20.64 | 17.28 | 13.92 | 10.08 | 6.72 | 3.36 | 0.00 |
| 58 | 48.50 | 47.00 | 45.50 | 44.00 | 43.00 | 41.50 | 40.00 | 39.00 | 37.50 | 36.00 | 32.00 | 28.50 | 25.00 | 21.50 | 18.00 | 14.00 | 10.00 | 7.00 | 3.50 | 0.00 |
| 59 | 48.50 | 47.00 | 45.50 | 44.00 | 42.50 | 41.50 | 40.00 | 38.50 | 37.50 | 36.00 | 32.00 | 28.50 | 25.00 | 21.50 | 18.00 | 14.00 | 10.50 | 7.00 | 3.50 | 0.00 |
| 60 | 48.50 | 47.00 | 45.50 | 44.00 | 42.50 | 41.00 | 40.00 | 38.50 | 37.00 | 35.50 | 31.50 | 28.00 | 24.50 | 21.00 | 17.50 | 14.00 | 10.50 | 7.00 | 3.50 | 0.00 |
| 61 | 48.00 | 46.50 | 45.50 | 44.00 | 42.50 | 41.00 | 39.50 | 38.00 | 36.50 | 35.50 | 31.50 | 28.00 | 24.50 | 21.00 | 17.50 | 14.00 | 10.50 | 7.00 | 3.50 | 0.00 |
| 62 | 48.00 | 46.50 | 45.00 | 43.50 | 42.50 | 41.00 | 39.50 | 38.00 | 36.50 | 35.00 | 31.50 | 28.00 | 24.50 | 21.00 | 17.50 | 14.00 | 10.50 | 7.00 | 3.50 | 0.00 |
| 63 | 48.00 | 46.50 | 45.00 | 43.50 | 42.00 | 40.50 | 39.00 | 37.50 | 36.00 | 34.50 | 31.00 | 27.50 | 24.00 | 20.50 | 17.00 | 13.50 | 10.00 | 6.50 | 3.00 | 0.00 |
| 64 | 48.00 | 46.50 | 45.00 | 43.50 | 42.00 | 40.50 | 38.50 | 37.00 | 35.50 | 34.00 | 30.50 | 27.00 | 23.50 | 20.00 | 17.00 | 13.50 | 10.00 | 6.50 | 3.00 | 0.00 |
| 65 | 48.00 | 46.50 | 45.00 | 43.50 | 41.50 | 40.00 | 38.50 | 36.50 | 35.00 | 33.50 | 30.00 | 26.50 | 23.00 | 20.00 | 16.50 | 13.00 | 10.00 | 6.50 | 3.00 | 0.00 |
| 66 | 48.00 | 46.50 | 44.50 | 43.00 | 41.50 | 39.50 | 38.00 | 36.50 | 34.50 | 33.00 | 29.50 | 26.00 | 23.00 | 19.50 | 16.50 | 13.00 | 9 | | | |

Exhibit A
Policy Form NWLA-444-M2

Surrender Charges for Female Non-Tobacco

| Issue | Duration | | | | | | | | | | | | | | | | | | | |
|-------|----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------|------|------|
| Age | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 18 | 14.85 | 14.70 | 14.55 | 14.40 | 14.40 | 14.25 | 14.10 | 13.95 | 13.80 | 13.65 | 12.15 | 10.80 | 9.45 | 8.10 | 6.75 | 5.40 | 4.05 | 2.70 | 1.35 | 0.00 |
| 19 | 14.85 | 14.70 | 14.55 | 14.40 | 14.40 | 14.25 | 14.10 | 13.95 | 13.80 | 13.65 | 12.15 | 10.80 | 9.45 | 8.10 | 6.75 | 5.40 | 4.05 | 2.70 | 1.35 | 0.00 |
| 20 | 14.85 | 14.70 | 14.55 | 14.40 | 14.25 | 14.25 | 14.10 | 13.95 | 13.80 | 13.65 | 12.15 | 10.80 | 9.45 | 8.10 | 6.75 | 5.40 | 4.05 | 2.70 | 1.35 | 0.00 |
| 21 | 14.85 | 14.70 | 14.55 | 14.40 | 14.25 | 14.10 | 14.10 | 13.95 | 13.80 | 13.65 | 12.15 | 10.80 | 9.45 | 8.10 | 6.75 | 5.40 | 4.05 | 2.70 | 1.35 | 0.00 |
| 22 | 15.84 | 15.68 | 15.52 | 15.36 | 15.20 | 15.04 | 14.88 | 14.72 | 14.56 | 14.40 | 12.96 | 11.52 | 10.08 | 8.64 | 7.20 | 5.76 | 4.32 | 2.88 | 1.44 | 0.00 |
| 23 | 15.84 | 15.68 | 15.52 | 15.36 | 15.20 | 15.04 | 14.88 | 14.72 | 14.56 | 14.40 | 12.96 | 11.52 | 10.08 | 8.64 | 7.20 | 5.76 | 4.32 | 2.88 | 1.44 | 0.00 |
| 24 | 15.84 | 15.68 | 15.52 | 15.36 | 15.20 | 15.04 | 14.88 | 14.72 | 14.56 | 14.40 | 12.96 | 11.52 | 10.08 | 8.64 | 7.20 | 5.76 | 4.32 | 2.88 | 1.44 | 0.00 |
| 25 | 15.84 | 15.68 | 15.52 | 15.36 | 15.20 | 15.04 | 14.88 | 14.72 | 14.40 | 14.24 | 12.80 | 11.36 | 9.92 | 8.48 | 7.04 | 5.60 | 4.16 | 2.72 | 1.28 | 0.00 |
| 26 | 16.83 | 16.66 | 16.49 | 16.32 | 16.15 | 15.98 | 15.64 | 15.47 | 15.30 | 15.13 | 13.60 | 12.07 | 10.54 | 9.01 | 7.48 | 5.95 | 4.42 | 2.89 | 1.36 | 0.00 |
| 27 | 16.83 | 16.66 | 16.49 | 16.15 | 15.98 | 15.81 | 15.64 | 15.47 | 15.30 | 15.13 | 13.60 | 12.07 | 10.54 | 9.01 | 7.48 | 5.95 | 4.42 | 2.89 | 1.36 | 0.00 |
| 28 | 16.83 | 16.49 | 16.32 | 16.15 | 15.98 | 15.81 | 15.64 | 15.47 | 15.13 | 14.96 | 13.43 | 11.90 | 10.37 | 8.84 | 7.48 | 5.95 | 4.42 | 2.89 | 1.36 | 0.00 |
| 29 | 17.64 | 17.46 | 17.28 | 17.10 | 16.92 | 16.74 | 16.56 | 16.20 | 16.02 | 15.84 | 14.22 | 12.60 | 10.98 | 9.36 | 7.92 | 6.30 | 4.68 | 3.06 | 1.44 | 0.00 |
| 30 | 17.64 | 17.46 | 17.28 | 17.10 | 16.92 | 16.74 | 16.38 | 16.20 | 16.02 | 15.66 | 14.04 | 12.42 | 10.80 | 9.36 | 7.74 | 6.12 | 4.68 | 3.06 | 1.44 | 0.00 |
| 31 | 17.64 | 17.46 | 17.28 | 17.10 | 16.92 | 16.56 | 16.38 | 16.20 | 15.84 | 15.66 | 14.04 | 12.42 | 10.80 | 9.36 | 7.74 | 6.12 | 4.68 | 3.06 | 1.44 | 0.00 |
| 32 | 18.62 | 18.43 | 18.24 | 18.05 | 17.67 | 17.48 | 17.29 | 16.91 | 16.72 | 16.34 | 14.63 | 12.92 | 11.40 | 9.69 | 8.17 | 6.46 | 4.75 | 3.23 | 1.52 | 0.00 |
| 33 | 18.62 | 18.43 | 18.24 | 17.86 | 17.67 | 17.48 | 17.10 | 16.91 | 16.53 | 16.34 | 14.63 | 12.92 | 11.40 | 9.69 | 8.17 | 6.46 | 4.75 | 3.23 | 1.52 | 0.00 |
| 34 | 19.60 | 19.40 | 19.20 | 18.80 | 18.60 | 18.20 | 18.00 | 17.60 | 17.40 | 17.00 | 15.20 | 13.60 | 11.80 | 10.20 | 8.40 | 6.80 | 5.00 | 3.40 | 1.60 | 0.00 |
| 35 | 19.60 | 19.40 | 19.00 | 18.80 | 18.60 | 18.20 | 18.00 | 17.60 | 17.40 | 17.00 | 15.20 | 13.60 | 11.80 | 10.20 | 8.40 | 6.80 | 5.00 | 3.40 | 1.60 | 0.00 |
| 36 | 19.60 | 19.40 | 19.00 | 18.80 | 18.40 | 18.20 | 17.80 | 17.60 | 17.20 | 17.00 | 15.20 | 13.60 | 11.80 | 10.20 | 8.40 | 6.80 | 5.00 | 3.40 | 1.60 | 0.00 |
| 37 | 20.58 | 20.37 | 19.95 | 19.74 | 19.32 | 19.11 | 18.69 | 18.27 | 18.06 | 17.64 | 15.75 | 14.07 | 12.18 | 10.50 | 8.82 | 6.93 | 5.25 | 3.36 | 1.68 | 0.00 |
| 38 | 20.58 | 20.37 | 19.95 | 19.53 | 19.32 | 18.90 | 18.69 | 18.27 | 17.85 | 17.64 | 15.75 | 14.07 | 12.18 | 10.50 | 8.82 | 6.93 | 5.25 | 3.36 | 1.68 | 0.00 |
| 39 | 21.56 | 21.12 | 20.90 | 20.46 | 20.24 | 19.80 | 19.36 | 19.14 | 18.70 | 18.26 | 16.28 | 14.52 | 12.76 | 10.78 | 9.02 | 7.26 | 5.28 | 3.52 | 1.76 | 0.00 |
| 40 | 21.56 | 21.12 | 20.90 | 20.46 | 20.02 | 19.80 | 19.36 | 18.92 | 18.48 | 18.26 | 16.28 | 14.52 | 12.76 | 10.78 | 9.02 | 7.26 | 5.28 | 3.52 | 1.76 | 0.00 |
| 41 | 22.54 | 22.08 | 21.85 | 21.39 | 20.93 | 20.47 | 20.24 | 19.78 | 19.32 | 18.86 | 16.79 | 14.95 | 13.11 | 11.27 | 9.43 | 7.36 | 5.52 | 3.68 | 1.84 | 0.00 |
| 42 | 23.52 | 23.04 | 22.56 | 22.32 | 21.84 | 21.36 | 20.88 | 20.40 | 19.92 | 19.68 | 17.52 | 15.60 | 13.68 | 11.76 | 9.84 | 7.68 | 5.76 | 3.84 | 1.92 | 0.00 |
| 43 | 23.52 | 23.04 | 22.56 | 22.08 | 21.84 | 21.36 | 20.88 | 20.40 | 19.92 | 19.44 | 17.28 | 15.36 | 13.44 | 11.52 | 9.60 | 7.68 | 5.76 | 3.84 | 1.92 | 0.00 |
| 44 | 24.50 | 24.00 | 23.50 | 23.00 | 22.50 | 22.00 | 21.50 | 21.00 | 20.50 | 20.00 | 18.00 | 16.00 | 14.00 | 12.00 | 10.00 | 8.00 | 6.00 | 4.00 | 2.00 | 0.00 |
| 45 | 25.48 | 24.96 | 24.44 | 23.92 | 23.40 | 22.88 | 22.36 | 21.84 | 21.32 | 20.80 | 18.72 | 16.64 | 14.56 | 12.48 | 10.40 | 8.32 | 6.24 | 4.16 | 2.08 | 0.00 |
| 46 | 26.46 | 25.92 | 25.38 | 24.84 | 24.30 | 23.76 | 23.22 | 22.41 | 21.87 | 21.33 | 19.17 | 17.01 | 14.85 | 12.69 | 10.53 | 8.37 | 6.21 | 4.05 | 1.89 | 0.00 |
| 47 | 26.46 | 25.92 | 25.38 | 24.57 | 24.03 | 23.49 | 22.95 | 22.41 | 21.87 | 21.33 | 19.17 | 17.01 | 14.85 | 12.69 | 10.53 | 8.37 | 6.21 | 4.05 | 1.89 | 0.00 |
| 48 | 27.16 | 26.60 | 26.04 | 25.48 | 24.92 | 24.36 | 23.80 | 22.96 | 22.40 | 21.84 | 19.60 | 17.36 | 15.12 | 12.88 | 10.92 | 8.68 | 6.44 | 4.20 | 1.96 | 0.00 |
| 49 | 28.13 | 27.55 | 26.97 | 26.39 | 25.81 | 24.94 | 24.36 | 23.78 | 23.20 | 22.62 | 20.30 | 17.98 | 15.66 | 13.34 | 11.31 | 8.99 | 6.67 | 4.35 | 2.03 | 0.00 |
| 50 | 29.10 | 28.50 | 27.90 | 27.30 | 26.40 | 25.80 | 25.20 | 24.30 | 23.70 | 23.10 | 20.70 | 18.30 | 15.90 | 13.80 | 11.40 | 9.00 | 6.90 | 4.50 | 2.10 | 0.00 |
| 51 | 30.07 | 29.45 | 28.83 | 27.90 | 27.28 | 26.66 | 25.73 | 25.11 | 24.49 | 23.56 | 21.08 | 18.60 | 16.43 | 13.95 | 11.78 | 9.30 | 6.82 | 4.65 | 2.17 | 0.00 |
| 52 | 31.04 | 30.40 | 29.44 | 28.80 | 28.16 | 27.20 | 26.56 | 25.92 | 24.96 | 24.32 | 21.76 | 19.20 | 16.96 | 14.40 | 12.16 | 9.60 | 7.04 | 4.80 | 2.24 | 0.00 |
| 53 | 32.01 | 31.35 | 30.36 | 29.70 | 28.71 | 28.05 | 27.06 | 26.40 | 25.74 | 24.75 | 22.11 | 19.80 | 17.16 | 14.85 | 12.21 | 9.90 | 7.26 | 4.95 | 2.31 | 0.00 |
| 54 | 32.98 | 32.30 | 31.28 | 30.60 | 29.58 | 28.90 | 27.88 | 27.20 | 26.18 | 25.50 | 22.78 | 20.40 | 17.68 | 15.30 | 12.58 | 10.20 | 7.48 | 5.10 | 2.38 | 0.00 |
| 55 | 34.92 | 33.84 | 33.12 | 32.04 | 31.32 | 30.24 | 29.52 | 28.44 | 27.72 | 26.64 | 23.76 | 21.24 | 18.36 | 15.84 | 13.32 | 10.44 | 7.92 | 5.04 | 2.52 | 0.00 |
| 56 | 35.89 | 34.78 | 34.04 | 32.93 | 31.82 | 31.08 | 29.97 | 29.23 | 28.12 | 27.38 | 24.42 | 21.83 | 18.87 | 16.28 | 13.69 | 10.73 | 8.14 | 5.18 | 2.59 | 0.00 |
| 57 | 36.86 | 35.72 | 34.58 | 33.82 | 32.68 | 31.54 | 30.78 | 29.64 | 28.88 | 27.74 | 24.70 | 22.04 | 19.38 | 16.34 | 13.68 | 11.02 | 7.98 | 5.32 | 2.66 | 0.00 |
| 58 | 38.80 | 37.60 | 36.40 | 35.20 | 34.40 | 33.20 | 32.00 | 31.20 | 30.00 | 28.80 | 25.60 | 22.80 | 20.00 | 17.20 | 14.40 | 11.20 | 8.40 | 5.60 | 2.80 | 0.00 |
| 59 | 39.77 | 38.54 | 37.31 | 36.08 | 34.85 | 34.03 | 32.80 | 31.57 | 30.75 | 29.52 | 26.24 | 23.37 | 20.50 | 17.63 | 14.76 | 11.48 | 8.61 | 5.74 | 2.87 | 0.00 |
| 60 | 41.71 | 40.42 | 39.13 | 37.84 | 36.55 | 35.26 | 34.40 | 33.11 | 31.82 | 30.53 | 27.09 | 24.08 | 21.07 | 18.06 | 15.05 | 12.04 | 9.03 | 6.02 | 3.01 | 0.00 |
| 61 | 42.24 | 40.92 | 40.04 | 38.72 | 37.40 | 36.08 | 34.76 | 33.44 | 32.12 | 31.24 | 27.72 | 24.64 | 21.56 | 18.48 | 15.40 | 12.32 | 9.24 | 6.16 | 3.08 | 0.00 |
| 62 | 44.16 | 42.78 | 41.40 | 40.02 | 39.10 | 37.72 | 36.34 | 34.96 | 33.58 | 32.20 | 28.98 | 25.76 | 22.54 | 19.32 | 16.10 | 12.88 | 9.66 | 6.44 | 3.22 | 0.00 |
| 63 | 46.08 | 44.64 | 43.20 | 41.76 | 40.32 | 38.88 | 37.44 | 36.00 | 34.56 | 33.12 | 29.76 | 26.40 | 23.04 | 19.68 | 16.32 | 12.96 | 9.60 | 6.24 | 2.88 | 0.00 |
| 64 | 48.00 | 46.50 | 45.00 | 43.50 | 42.00 | 40.50 | 38.50 | 37.00 | 35.50 | 34.00 | 30.50 | 27.00 | 23.50 | 20.00 | 17.00 | 13.50 | 10.00 | 6.50 | 3.00 | 0.00 |
| 65 | 48.00 | 46.50 | 45.00 | 43.50 | 41.50 | 40.00 | 38.50 | 36.50 | 35.00 | 33.50 | 30.00 | 26.50 | 23.00 | 20.00 | 16.50 | 13.00 | 10.00 | 6.50 | 3.00 | 0.00 |
| 66 | 48.00 | 46.50 | 44.50 | 43.00 | 41.50 | 39.50 | 38.00 | 36.50 | 34.50 | 33.00 | 29.50 | 26.00 | 23.00 | 19.50 | 16.50 | 13.00 | 9.50 | 6.50 | 3.00 | 0.00 |
| 67 | 48.00 | 46.50 | 44.50 | 43.00 | 41.00 | 39.50 | 37.50 | 36.00 | 34.00 | 32.50 | 29.00 | 26.00 | 22.50 | 19.50 | 16.00 | 13.00 | 9.50 | 6.50 | 3.00 | 0.00 |
| 68 | 48.00 | 46.00 | 44.50 | 42.50 | 40.50 | 39.00 | 37.00 | 35.50 | 34.00 | 32.00 | 28.50 | 25.50 | 22.00 | 19.00 | 16.00 | 12.50 | 9.50 | 6.00 | 3.00 | 0.00 |
| 69 | 48.00 | 46.00 | 44.00 | 42.00 | 40.50 | 38.50 | 37.00 | 35.00 | 33.50 | 31.50 | 28.00 | 25.00 | 22.00 | 18.50 | 15.50 | 12.50 | 9.00 | 6.00 | 3.00 | 0.00 |
| 70 | 48.00 | 46.00 | 44.00 | 42.00 | 40.00 | 38.50 | 36.50 | 34.50 | 33.00 | 31.00 | 27.50 | 24.50 | 21.50 | 18.50 | 15.50 | 12.00 | 9.00 | 6.00 | 3.00 | 0.00 |
| 71 | 47.50 | 45.50 | 43.50 | 42.00 | 40.00 | 38.00 | 36.00 | 34.00 | 32.50 | 30.50 | 27.00 | 24.00 | 21.00 | 18.00 | 15.00 | 12.00 | 9.00 | 6.00 | 3.00 | 0.00 |
| 72 | 47.50 | 45.50 | 43.50 | 41.50 | 39.50 | 37.50 | 35.50 | 34.00 | 32.00 | 30.50 | 27.00 | 24.00 | 21.00 | 18.00 | 15.00 | 12.00 | 9.00 | 6.00 | 3.00 | 0.00 |
| 73 | 47.50 | 45.50 | 43.50 | 41.50 | 39.00 | 37.00 | 35.00 | 33.50 | 31.50 | 30.00 | 27.00 | 24.00 | 21.00 | 18.00 | 15.00 | 12.00 | 9.00 | 6.00 | 3.00 | 0.00 |
| 74 | 47.50 | 45.50 | 43.00 | 41.00 | 39.00 | 37.00 | 35.00 | 33.00 | 31.00 | 29.50 | 26.50 | 23.50 | 20.50 | 17.50 | 14.50 | 11.50 | 8.50 | 5.50 | 2.50 | 0.00 |
| 75 | 47.50 | 45.00 | 43.00 | 40.50 | 38.50 | 36.50 | 34.50 | 32.50 | 31.00 | 29.00 | 26.00 | 23.00 | 20.00 | 17.00 | 14.50 | 11.50 | 8.50 | 5.50 | 2.50 | 0.00 |
| 76 | 47.50 | 45 | | | | | | | | | | | | | | | | | | |

Exhibit B
Individual Flexible Premium Adjustable Universal Life Insurance Policy
Policy Form NWLA-444-M2

Guaranteed Maximum Monthly Cost of Insurance Rates
Per \$1,000 of Net Amount At Risk

| Attained | Male | Male | Female | Female |
|------------|----------------|--------------------|----------------|--------------------|
| <u>Age</u> | <u>Tobacco</u> | <u>Non-Tobacco</u> | <u>Tobacco</u> | <u>Non-Tobacco</u> |
| 18 | 0.09255 | 0.07670 | 0.04168 | 0.03501 |
| 19 | 0.10089 | 0.07837 | 0.04501 | 0.03751 |
| 20 | 0.10589 | 0.07920 | 0.04835 | 0.03751 |
| 21 | 0.11090 | 0.07920 | 0.05085 | 0.03834 |
| 22 | 0.11674 | 0.07920 | 0.05418 | 0.04001 |
| 23 | 0.12175 | 0.08004 | 0.05585 | 0.04001 |
| 24 | 0.12842 | 0.08087 | 0.06002 | 0.04168 |
| 25 | 0.13593 | 0.08170 | 0.06419 | 0.04168 |
| 26 | 0.14261 | 0.08504 | 0.06753 | 0.04418 |
| 27 | 0.15096 | 0.08921 | 0.07253 | 0.04751 |
| 28 | 0.15179 | 0.08754 | 0.07670 | 0.04835 |
| 29 | 0.15096 | 0.08587 | 0.08254 | 0.05168 |
| 30 | 0.15012 | 0.08504 | 0.08587 | 0.05335 |
| 31 | 0.15012 | 0.08421 | 0.09338 | 0.05668 |
| 32 | 0.15179 | 0.08421 | 0.09922 | 0.06002 |
| 33 | 0.15597 | 0.08671 | 0.10673 | 0.06336 |
| 34 | 0.16181 | 0.08838 | 0.11591 | 0.06836 |
| 35 | 0.16682 | 0.09088 | 0.12759 | 0.07420 |
| 36 | 0.17600 | 0.09588 | 0.13760 | 0.07920 |
| 37 | 0.18602 | 0.10006 | 0.14929 | 0.08587 |
| 38 | 0.20022 | 0.10756 | 0.15680 | 0.08921 |
| 39 | 0.21442 | 0.11424 | 0.16682 | 0.09422 |
| 40 | 0.23113 | 0.12175 | 0.17684 | 0.10006 |
| 41 | 0.25285 | 0.13176 | 0.18853 | 0.10589 |
| 42 | 0.27792 | 0.14428 | 0.20273 | 0.11257 |
| 43 | 0.30802 | 0.15847 | 0.21943 | 0.12091 |
| 44 | 0.34398 | 0.17517 | 0.23865 | 0.13093 |
| 45 | 0.38163 | 0.19437 | 0.26121 | 0.14261 |
| 46 | 0.41679 | 0.21275 | 0.28628 | 0.15597 |
| 47 | 0.45614 | 0.23280 | 0.31806 | 0.17266 |
| 48 | 0.47792 | 0.24450 | 0.35737 | 0.19103 |
| 49 | 0.50306 | 0.25787 | 0.40172 | 0.21108 |
| 50 | 0.53910 | 0.27709 | 0.45028 | 0.23447 |
| 51 | 0.58186 | 0.29966 | 0.50306 | 0.26037 |
| 52 | 0.64059 | 0.33060 | 0.56089 | 0.28963 |
| 53 | 0.70691 | 0.36406 | 0.62212 | 0.32140 |
| 54 | 0.79009 | 0.40674 | 0.68927 | 0.35486 |
| 55 | 0.88429 | 0.45949 | 0.75983 | 0.39084 |
| 56 | 0.98027 | 0.51311 | 0.83550 | 0.43269 |
| 57 | 1.08225 | 0.57096 | 0.91627 | 0.47625 |
| 58 | 1.16240 | 0.62045 | 0.99459 | 0.52317 |
| 59 | 1.25530 | 0.67752 | 1.08141 | 0.57012 |
| 60 | 1.36774 | 0.74639 | 1.17169 | 0.61877 |
| 61 | 1.50744 | 0.83045 | 1.26544 | 0.67164 |
| 62 | 1.67620 | 0.93311 | 1.37113 | 0.72959 |
| 63 | 1.86399 | 1.04853 | 1.47694 | 0.78925 |
| 64 | 2.05643 | 1.17000 | 1.58881 | 0.85400 |
| 65 | 2.24672 | 1.29840 | 1.71101 | 0.92553 |
| 66 | 2.43056 | 1.42867 | 1.84103 | 1.00470 |
| 67 | 2.60963 | 1.56083 | 1.98741 | 1.09153 |
| 68 | 2.79851 | 1.70337 | 2.14854 | 1.18857 |
| 69 | 2.98606 | 1.85123 | 2.32363 | 1.29502 |
| 70 | 3.21370 | 2.03086 | 2.51963 | 1.41259 |
| 71 | 3.46356 | 2.23220 | 2.74352 | 1.54811 |
| 72 | 3.80444 | 2.49735 | 2.99122 | 1.69997 |
| 73 | 4.14835 | 2.77788 | 3.25861 | 1.86484 |

Exhibit B
Individual Flexible Premium Adjustable Universal Life Insurance Policy
Policy Form NWLA-444-M2

Guaranteed Maximum Monthly Cost of Insurance Rates
Per \$1,000 of Net Amount At Risk

| Attained | Male | Male | Female | Female |
|------------|----------------|--------------------|----------------|--------------------|
| <u>Age</u> | <u>Tobacco</u> | <u>Non-Tobacco</u> | <u>Tobacco</u> | <u>Non-Tobacco</u> |
| 74 | 4.49708 | 3.07394 | 3.55277 | 2.04621 |
| 75 | 4.90432 | 3.39865 | 3.84964 | 2.24758 |
| 76 | 5.33991 | 3.75405 | 4.17453 | 2.46909 |
| 77 | 5.84602 | 4.16842 | 4.52511 | 2.71347 |
| 78 | 6.43457 | 4.65484 | 4.90432 | 2.98433 |
| 79 | 7.10897 | 5.21978 | 5.31604 | 3.27761 |
| 80 | 7.83478 | 5.83980 | 5.76162 | 3.60652 |
| 81 | 8.65446 | 6.55095 | 6.39253 | 4.05506 |
| 82 | 9.48906 | 7.29756 | 7.08284 | 4.56366 |
| 83 | 10.37259 | 8.10961 | 7.76030 | 5.07336 |
| 84 | 11.34326 | 9.01738 | 8.49414 | 5.64004 |
| 85 | 12.49853 | 10.04235 | 9.23953 | 6.28261 |
| 86 | 13.78043 | 11.19223 | 9.86560 | 6.86953 |
| 87 | 15.17947 | 12.46504 | 10.86742 | 7.76030 |
| 88 | 16.67389 | 13.84938 | 11.87864 | 8.70032 |
| 89 | 18.24676 | 15.33342 | 12.90713 | 9.71331 |
| 90 | 19.88006 | 16.90881 | 13.74743 | 10.65716 |
| 91 | 21.37882 | 18.41631 | 13.93102 | 11.13848 |
| 92 | 22.93445 | 20.01527 | 14.68487 | 12.09273 |
| 93 | 24.57148 | 21.73361 | 15.91312 | 13.52742 |
| 94 | 26.30185 | 23.58543 | 17.50492 | 15.37195 |
| 95 | 28.25727 | 25.57306 | 19.96740 | 17.70248 |
| 96 | 30.02008 | 27.43188 | 22.27967 | 19.97365 |
| 97 | 31.91763 | 29.45788 | 24.66466 | 22.37368 |
| 98 | 33.96660 | 31.67269 | 24.78100 | 22.79151 |
| 99 | 36.18444 | 34.09954 | 25.97065 | 24.20411 |
| 100 | 38.58954 | 36.77137 | 28.05419 | 26.49423 |
| 101 | 40.45553 | 38.95131 | 30.33527 | 29.00286 |
| 102 | 42.46701 | 41.33540 | 32.91627 | 31.88786 |
| 103 | 44.63067 | 43.94625 | 35.77169 | 35.14321 |
| 104 | 46.96694 | 46.81288 | 38.97711 | 38.87265 |
| 105 | 50.07476 | 49.92533 | 43.19536 | 43.09248 |
| 106 | 53.50743 | 53.36259 | 47.74134 | 47.64149 |
| 107 | 57.31532 | 57.17347 | 52.66166 | 52.56350 |
| 108 | 61.55471 | 61.41905 | 57.91236 | 57.81604 |
| 109 | 66.30603 | 66.17321 | 63.74660 | 63.65206 |
| 110 | 71.65768 | 71.52939 | 70.15869 | 70.06599 |
| 111 | 77.74044 | 77.61672 | 76.81796 | 76.72566 |
| 112 | 83.33333 | 83.33333 | 83.33333 | 83.33333 |
| 113 | 83.33333 | 83.33333 | 83.33333 | 83.33333 |
| 114 | 83.33333 | 83.33333 | 83.33333 | 83.33333 |
| 115 | 83.33333 | 83.33333 | 83.33333 | 83.33333 |
| 116 | 83.33333 | 83.33333 | 83.33333 | 83.33333 |
| 117 | 83.33333 | 83.33333 | 83.33333 | 83.33333 |
| 118 | 83.33333 | 83.33333 | 83.33333 | 83.33333 |
| 119 | 83.33333 | 83.33333 | 83.33333 | 83.33333 |
| 120+ | 0.00000 | 0.00000 | 0.00000 | 0.00000 |

Statement of Variability
NWLA-444-M2

| Policy Forms | Reason |
|---|---|
| 1) Home office address, telephone number and internet address | These items are bracketed on the policy form as they could possibly change over time. |
| 2) Nationwide Officer Signatures | These signatures are bracketed on the policy and rider forms as Officers could possibly change over time. |

| Policy Data Page 3 | Reason |
|---|---|
| 3.1) Owner (s) | Varies according to new issues |
| 3.2) Policy Number | Varies according to new issues |
| 3.3) State of Issue | Varies according to new issues by issue state. |
| 3.4) Policy Date | Varies according to new issues |
| 3.5) Insured | Varies according to new issues |
| 3.6) Issue Age | Varies according to new issues, from a minimum of 18 to a maximum of 85. |
| 3.7) Sex | “Male” or “Female” according to sex of insured at new and underwriting. |
| 3.8) Rate Class | Varies according to underwriting decision; either “Standard”, “Preferred” or “Preferred Plus; Also Select Preferred and Select Preferred Plus are available classes when the Death Benefit Guarantee Value Enhancement Endorsement is attached to the policy. |
| 3.9) Rate Type | Varies according to underwriting decision; either “Non-tobacco” or “Tobacco” |
| 3.10) Rate Class Multiple | Varies according to underwriting decision; table ratings ranges from 1.0 - 5000 |
| 3.11) Monthly Flat Extra | Varies according to underwriting decisions and ranges from \$0.0 to \$25 over a temporary duration. |
| 3.12) Monthly Flat Extra | Varies according to underwriting decisions and ranges from \$0 to \$25 over a permanent duration. (This is paid from issue through age 120) |
| 3.13) Minimum Initial Premium | Varies according to the characteristics of the policy at issue. This is twice the minimum monthly premium amount. And must be paid for coverage to begin. |
| 3.14) Minimum Additional Premium Payment | This is currently \$25.00 for all policies. |
| 3.15) Planned Premium Payment | Varies according to the owner’s election of planned premium to support the policy charges and benefits. |
| 3.16) Planned Frequency | Varies according to the owner’s election of monthly, quarterly, semi-annual, annual or single premium modes. |
| 3.17) Minimum Monthly Premium | Varies by policy issue date, sex, issue age, underwriting class Specified Amount and period of no lapse provisions on policy. |
| 3.18) Initial Minimum Monthly Premium Period in Years | Varies by policy issue date, issue age. 18-59 get 15years; 60-69 get 10years; 70-79 get 5 years; 80-85 get 3 years. |

Statement of Variability
NWLA-444-M2

| Policy Data Page 3A | Reason |
|---|--|
| 3a.1) Specified Amount | Varies according to owner's election and underwriting decision on issue, Current Minimum is \$100,000 |
| 3a.2) Base Coverage | Varies between 50% to 100% of the total Specified Amount (whole percents only) |
| 3a.3) Supplemental Coverage | Varies between 0%, 10% to 50% of the total Specified Amount (whole percents only) |
| 3a.4) Minimum Specified Amount | Varies according to new issue and underwriting classification. Currently \$100,000. |
| 3a.5) Minimum Specified Amount Increase | This is currently \$10,000.00 for all policies |
| 3a.6) Minimum Specified Amount Decrease | This is currently \$10,000.00 for all policies |
| 3a.7) Internal Revenue Code Life Insurance Qualification Test | Varies according to new issue. Either "Guideline Premium/Cash Value Corridor Test" or "Cash Value Accumulation Test". |
| 3a.8) Death Benefit Option | Varies according to new issues; either Option 1 (Level), Option 2 (Increasing) |
| 3a.9) Maturity Date | Varies according to new issue – the policy anniversary date upon which the insured reaches attained age 120 |
| | |
| 3a.10) Schedule of Benefits – Benefits listed | Varies according to benefits elected |
| 3a.11) Schedule of Benefits – Amount | Varies according to characteristics and benefits of new issue |
| 3a.12) Initial Specified Amount Coverage Starts | Varies according to the date of issue of the initial Specified Amount |
| 3a.13) Initial Specified Amount – Coverage Stops | Varies according to the maturity date of the benefit covered under the Initial Specified Amount |
| 3a.14) Schedule of Benefits – Specified Amount Increase | Varies by the amount the owner elects and underwriting criteria at time of increase. |
| 3a.15) Specified Amount Increase Start Date | Varies according to the date of issue of the Specified Amount Increase segment |
| 3a.16) Specified Amount Increase End Date | Varies according to the maturity date of the benefit covered under the Specified Amount Increase. It will be the same as the maturity date on the base policy. |
| | |

Statement of Variability
NWLA-444-M2

| Policy Data Page 3B | Reason |
|--|---|
| 3b.1) Guaranteed Maximum Percent of Premium Expense Charge | 50% for 100% base coverage. Varies up to 52.5% when Supplemental Coverage is elected. |
| 3b.2) Guaranteed Maximum Monthly Per 1000 of Specified Amount Expense Charge | Varies by issue age only |
| 3b.3) Guaranteed Rider Monthly Cost Per \$1000 of Specified Amount | Varies by the election of available rider. |

| Policy Data Page 3C | Reason |
|---|---|
| 3c. 1) Table of Guaranteed Maximum Monthly Cost of Insurance Rate per \$1,000 of Net Amount at Risk | For issue ages 18 and above, these are based on the 2001 Commissioner's Standard Ordinary(CSO) Ultimate Mortality table, age nearest birthday for male and females, non smoker and smoker. Applicable actuarial adjustments will be made to the table for Insureds with a rate class multiple greater than 1.00 and/or flat extra(s). |
| 3c.2) MortalityTable - Sex Distinct | Sex class vary according to issue; female or male to select the corresponding mortality table |
| Mortality Table – Smoker Distinct | Smoker class vary according to issue; “smoker ” or “non-smoker” |

| Policy Data Page 3D | Reason |
|---|---|
| 3d.1) Table of Surrender Charges – Specified Amount | Varies according to issue |
| 3d.2) Table of Surrender Charges – Effective Date of Coverage | Varies according to issue |
| 3d.3) Table of Surrender Charges – Surrender Charge Amounts | Varies according to issue age, duration, sex and rate type. |
| 3d.4) Bracketed info in paragraph | Specified Amount is inserted |

| Policy Data Page 3E | Reason |
|---|---|
| 3e.1) Death Benefit Guarantee Value Percent of Premium Expense – Primary Fund Account Premium Expense | Varies according to underwriting characteristics – policy issue date, issue age, duration and specified amount |
| 3e.2) Death Benefit Guarantee Value Percent of Premium Expense – Secondary Fund Account Premium Expense | Varies according to underwriting characteristics- policy issue date, issue age, duration and Specified Amount |
| 3e.3) Primary Fund Premium Cap | Varies according to underwriting characteristics - Policy issue date, issue age, sex, risk class, risk type, rate class multiple, monthly flat extra, duration and specified amount |

Statement of Variability
NWLA-444-M2

| | |
|---|--|
| <u>3e.4) Death Benefit Guarantee Value Interest Crediting Rates (Per Annum): Primary Fund Account</u> | Varies on new issues according to the insurer's declaration of the quarterly rate applicable. |
| <u>3e.5) Death Benefit Guarantee Value Interest Crediting Rates (Per Annum): Secondary Fund Account</u> | Varies on new issues according to the insurer's declaration of the quarterly rate applicable. |
| 3e.6) Death Benefit Guarantee Value Discount Rate | This equals $(1 + \text{Primary Fund Account})^{(1/12)}$ |
| Policy Data Page 3F | Reason |
| 3f.1) Table of Monthly Cost Factors Per \$1000 of Death Benefit Guarantee Value Net Amount at Risk | Varies according to underwriting characteristics- Policy issue date, issue age, sex, risk class, risk type, rate class multiple, monthly flat extra, duration and specified amount |
| Policy Data Page 3G | Reason |
| 3g.1) Internal Revenue Code Life Insurance Qualification Test Table – Qualification Test name | Varies according to test selection at issue. Guideline Premium /Cash Value Corridor Test or Cash Value Accumulation Test. |
| 3g.2) Internal Revenue Code Life Insurance Qualification Test Table – Attained Age | Varies according to issue age |
| 3g.3) Internal Revenue Code Life Insurance Qualification Test Table – Applicable Percentages | Varies according to issue age |
| Policy Data Page 3H and 3I | No Variation |
| | |

Statement of Variability
NWLA-444-M2

LIFE INSURANCE ILLUSTRATION REGULATION

Product Certification

Nationwide Life and Annuity Insurance Company

Certification for: **NWLA-444-M2, Individual Flexible Premium Adjustable Universal Life Insurance Policy**

I, Debra L. Krall, am an Actuarial Leader for Nationwide Life and Annuity Insurance Company and am a member of the American Academy of Actuaries in good standing. I was appointed by the Board of Directors of Nationwide Life and Annuity Insurance Company to be the illustration actuary for the above stated product, subject to the Life Insurance Illustration Regulation. The appointment was made by the Board in an Action in Writing Without a Meeting document dated October 12, 2007. I meet the Academy requirements to render the actuarial opinion contained herein for making this Certification and am familiar with the Actuarial Standard of Practice for Compliance with the Life Insurance Illustration Regulation.

Scales of non-guaranteed elements used in illustrating the Individual Flexible Premium Adjustable Universal Life product meet the requirements of the Regulation. The disciplined current scales for this product are in conformity with the Actuarial Standard of Practice for Compliance with the NAIC Life Insurance Model Regulation (ASOP24), promulgated by the Actuarial Standards Board.

As required by the Regulation, in providing this Certification, I note the following:

The minimum expenses used in the calculation of the Disciplined Current Scale for all policy forms subject to this Regulation were fully allocated.

I have relied on data supplied by Andrew M. Hallsworth, FSA, MAAA in making this Certification. This Certification may be relied upon by the management of Nationwide Life and Annuity Insurance Company and the Regulators of the states in which this Certification is filed, but it may not be relied upon by any other party.



Debra L. Krall, FSA, MAAA
Actuarial Leader
Nationwide Life and Annuity Insurance Company
One Nationwide Plaza, 1-10-201
Columbus, Ohio 43215-2220
(614) 677-3213

May 8, 2009



AMENDATORY ENDORSEMENT

attached to and made a part of this policy issued by

NATIONWIDE LIFE AND ANNUITY INSURANCE COMPANY

If the Death Benefit Proceeds of the Policy or any death benefit payable under any riders attached to this Policy are not paid within thirty days after the date that Proof of the Death for the Insured has been furnished to us, we will pay interest on these amounts. Interest shall be paid from the date of the Insured's death at a rate of eight percent per year.

A handwritten signature in black ink, reading "Robert W. Horne III".

Secretary

A handwritten signature in black ink, reading "Mark R. Mark".

President